08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 1 of 120

Presentment Date: September 16, 2013 at 12:00 p.m. (EST) Objection Deadline: September 16, 2013 at 11:30 a.m. (EST)

Jonathan S. Henes
Joseph Serino, Jr.
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Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11
LEHMAN BROTHERS HOLDINGS INC., et al.,)	Case No. 08-13555 (JMP)
Debtors.)	Jointly Administered

NOTICE OF PRESENTMENT OF STIPULATION AND AGREED ORDER GRANTING DEBTORS' OBJECTION TO CMBS CLAIMS AND REQUEST FOR SUBORDINATION PURSUANT TO SECTIONS 510(a)-(c) OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that Lehman Brothers Holdings Inc. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), will present the Stipulation and Agreed Order Granting Debtors' Objection to CMBS Claims And Request for Subordination Pursuant to Sections 510(a)-(c) of the Bankruptcy Code (the "CMBS Stipulation") attached hereto on September 16, 2013 at 12:00 p.m. (EST), to the Honorable James M. Peck, United States Bankruptcy Judge, in Courtroom 601 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that any objections to the CMBS Stipulation must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disk, in text searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) the chambers of the Honorable James M. Peck, One Bowling Green, New York, New York 10004, Courtroom 601; (ii) attorneys for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 (Attn: Jonathan S. Henes, Esq. and Joseph Serino, Jr., Esq.); (iii) the Office of the United States Trustee for Region 2, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq., Elisabetta Gasparini, Esq. and Andrea B. Schwartz, Esq.); and (iv) attorneys for the official committee of unsecured creditors appointed in these cases, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Dennis O'Donnell, Esq., and Evan Fleck, Esq.); (v) attorneys for The Carlyle Group, Stradley Ronon Stevens & Young LLC, 2600 One Commerce Square, Philadelphia, Pennsylvania 19103-7098 (Attn: Paul Patterson, Esq.); (vi) attorneys for BRNP Holdings, Ropes & Gray LLP, 800 Boylston St., Suite 3600, Boston, Massachusetts 02199-3600 (Attn: Jonathan Reisman, Esq. and Matthew Terry, Esq.); (vii) attorneys for Federal Home Loan Bank of Pittsburgh, Robins Kaplan Miller & Ciresi LLP, 800 LaSalle Plaza, Minneapolis, Minnesota 55402 (Attn: Thomas Hatch, Esq.); and (viii) attorneys for U.S. Bank National Association, Chapman and Cutler LLP, 111 West Monroe St., 18th Floor, Chicago, Illinois 60603 (Attn: James E. Spiotto, Esq., Ann E.

Acker, Esq. and Franklin H. Top III, Esq.) so as to be so filed and received by no later than September 16, 2013 at 11:30 a.m. (EST) (the "Reply Deadline").

PLEASE TAKE FURTHER NOTICE that if no responses to the CMBS Stipulation are timely filed, served and received in accordance with the terms hereof, the Case Management Order, or the Claims Procedure Order, the Bankruptcy Court may enter an order approving the Stipulation and Agreed Order without further notice.

New York, New York

Dated: September 12, 2013

/s/ Joseph Serino

Jonathan S. Henes, P.C.

Joseph Serino, Jr., P.C.

Chad J. Husnick

Christopher T. Greco

KIRKLAND & ELLIS LLP

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601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800 Facsimile: (212) 446-4900

Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

LEHMAN BROTHERS HOLDINGS INC., et al., Debtors.) Case No. 08-13555 (JMP)) Jointly Administered	In re:)	Chapter 11
Debtors.) Jointly Administered	LEHMAN BROTHERS HOLDINGS INC., et al.,)	Case No. 08-13555 (JMP)
\	Debtors.)	Jointly Administered

STIPULATION AND AGREED ORDER GRANTING DEBTORS' OBJECTION TO CMBS CLAIMS AND REQUEST FOR SUBORDINATION PURSUANT TO SECTIONS 510(A)-(C) OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE THAT Lehman Brothers Holdings Inc. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the "*Debtors*") and Carlyle Mortgage Capital LLC, SASC 2007-BC4 A4 II LLC, SASC 2007-BNC1 LLC, SASC 2007-BC4 A4 LLC, and BNC 2007-4, LLC (collectively, the "*Carlyle Entities*"), by and through their attorneys, enter into this stipulation and agreed order (the "*Stipulation*") and state as follows:

WHEREAS the Carlyle Entities have filed certain securities claims in the above-captioned action with a total claimed face value of \$236,180,188.58 and attached as Exhibit A annexed hereto (collectively, the "Carlyle Specific Securities Claims");

WHEREAS, on April 25, 2013, Debtors' filed an Objection to CMBS Claims and Request for Subordination Pursuant to Sections 510(a)-(c) of the Bankruptcy Code (the "CMBS Claims Objection"), seeking to subordinate certain claims, including the Carlyle Specific Securities Claims, pursuant to section 510(a)-(c) of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, the Carlyle Entities represented on July 24, 2013, that they would not oppose Debtors' CMBS Claims Objection with respect to the Carlyle Specific Securities Claims;

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pq 5 of 120

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, as follows:

- There being no opposition from the Carlyle Entities, the Carlyle Specific (a) Securities Claims attached as Exhibit A to this Stipulation shall be subordinated pursuant to section 510(b) of the Bankruptcy Code as requested in the Debtors' CMBS Claims Objection. This subordination shall apply only with respect to the Carlyle Specific Securities Claims as filed by the Carlyle Entities and attached as Exhibit A, which the Carlyle Entities represent they have not assigned to any other party. Further, the subordination shall be effective as to all Debtors but shall not apply to (a) any other claims of the Carlyle Entities or any of their affiliates, parents, subsidiaries or related parties in or with respect to these bankruptcy proceedings, (b) any claims filed on behalf of the Carlyle Entities or any of their affiliates, parents, subsidiaries or related parties by any trustee, custodian, fiduciary or other third party, even if such claims relate to the subject matter of the CMBS Claims Objection (such as, by way of example, claims of the type filed by trustees and mentioned in the CMBS Claims Objection including, without limitation, paragraphs 13-15 of the CMBS Claims Objection), (c) claims that any of the Carlyle Entities or any of their affiliates, parents, subsidiaries or related parties may now or in the future have against any person or entity other than the parties requesting relief pursuant to the CMBS Claims Objection.
- (b) This Stipulation comprises the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties in respect of the subject matter hereof.
- (c) This Stipulation may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pq 6 of 120

(d) The undersigned hereby represent and warrant that they have full authority to

execute this Stipulation on behalf of the respective Parties and that the respective Parties have

full knowledge of, and have consented to, this Stipulation.

(e) This Stipulation shall not be modified, altered, amended or vacated without

written consent of the Parties hereto. Any such modification, alteration, amendment or vacation,

in whole or in part, shall be subject to the approval of the Court.

(f) The Court shall retain jurisdiction (and the Parties consent to such retention of

jurisdiction) to resolve any disputes or controversies arising from or related to this Stipulation.

Any request for relief brought before the Court to resolve a dispute arising from or related to this

Stipulation shall be brought on proper notice and in accordance with relevant Bankruptcy Rules

and Local Bankruptcy Rules.

New York, New York

Dated: September 12, 2013

/s/ Joseph Serino

Jonathan S. Henes, P.C.

Joseph Serino, Jr., P.C.

Chad J. Husnick

Christopher T. Greco

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KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

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Telephone: (212) 446-4800

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Attorneys for the Debtors

THE CARLYLE ENTITIES

/s/ Paul A. Patterson

Paul A. Patterson

Stradley Ronon Stevens & Young LLP

2005 Market Street, Suite 2600

Philadelphia, PA 19103

Telephone: (215) 564-8000

Facsimile: (215) 564-8120

Attorneys for the Carlyle Entities

3

08-13555-mg	Doc 40056	Filed 09/12/13	Entered 09/12/13 17:14:21	Main Document
Pg 7 of 120				

SO ORDERED on this the day of	2013:
	United States Bankruptcy Judge

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 8 of 120

EXHIBIT A

First (1955-0376) Lettram Brethers (foldings face, et al. Debots	United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC	PROOF OF CLAIM	
Lebrona Problem Special Control Contro	New York, NY 10150-5076		
THIS SPACE IS FOR COURT USE ONLY Name and address of Creditor: (and name and address where notices should be sent if directed from the continued of the contin	Lehman Brothers Holdings Inc., et al. Debtors. Name of Debtor Against Which Claim is Held Structured Asset Securitles Corporation NOTE: This form should not be used to make a claim for an administrative expense arising		
different from Creditor) Stradiny Romon Stevens & Young, LLC 2600 One Commerce Square Philadelphin, PA 19103-7098 Telephone number: 215-564-8052 Email Address: Postferent from above) Brian Nelsen, The Carlying Group 1001 Pennsylvaria Avenue N.W. Washington, D.C 20004 1. Amount of Claim as of Date Case Filed: \$ 36, 753, 446. 1. Amount of Claim as of Date Case Filed: \$ 36, 753, 446. 1. Amount of Claim as of Date Case Filed: \$ 36, 753, 446. 1. Amount of Claim as of Date Case Filed: \$ 36, 753, 446. 1. Amount of Claim as of Date Case Filed: \$ 36, 753, 446. 1. Amount of Claim as of Date Case Filed: \$ 36, 753, 446. 1. Amount of Claim as of Date Case Filed: \$ 36, 753, 446. 1. Amount of Claim as of Date Case Filed: \$ 36, 753, 446. 1. Amount of Claim as of Date Case Filed: \$ 36, 753, 446. 1. Amount of Claim as of Date Case Filed: \$ 36, 753, 446. 1. Check this box if all or part of your claim is based on a Derivative Commet.* 1. Check this box if all or part of your claim is based on a Derivative Commet.* 1. The Carlying and the Case Filed: \$ 36, 753, 446. 1. Check this box if all or part of your claim is based on a Derivative Commet.* 1. The Case of the Collaws and addition to the principal amount of the claim. 2. Spotify the priority of the claim: 2. Spotify the priority of the claim: 2. Spotify the priority of the claim: 3. Derivative Commet.* 3. Last four digits of any another by which credition identifies debtor: 3. Last four digits of any another by which credition identifies debtor: 3. Last four digits of any another by which credition identifies debtor: 3. Debtor may have scheduled account as Improved the claim is a based on a Derivative Commet.* 3. Spothor may have scheduled account as Improved the claim is a based on a Derivative Commet. 3. Spothor may have scheduled account as Improved the claim is a spothor of the claim is a spoth	may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make	THIS SPACE I	S FOR COURT USE ONLY
Number:	different from Creditor) SASC 2007-BC4 A4 II, LLC c/o Paul A. Patterson, Esquire	this claim amends a previously filed claim.	
Name and address where payment should be sent (if different from above) Brian Nelsan, The Carlyle Group 1001 Pennsylvania Avenue N.W. Washington, D.C 20004 Telephone number, 202-729-5233 Email Address, brian.nelsen@carlyle.con	2600 One Commerce Square	Number:(If known)	
Name and address where payment should be sent (if different from above) Brian Nelsan, The Carlyle Group 1001 Pennsylvania Avenue N.W. Washington, D.C 20004 Telephone number, 202-729-5233 Email Address, brian.nelsen@carlyle.con	Telephone number: 215-564-8052 Email Address: ppatterson@stradley.com		·
Telephone number: Claim as of Date Case Flied: S S 7.5 \$\frac{1}{3} \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Name and address where payment should be sent (if different from above) Brian Nelsen, The Carlyle Group 1001 Pennsylvania Avenue N.W. Washington, DC 20004	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
If all or part of your claim is secured, complete lem 4 below, however, if all of your claim is unsecured, do not complete lem 4. If all or part of your claim is entitled to priority, complete lem 5. If all or part of your claim is entitled to priority, complete lem 5. If all or part of your claim is based on a Derivative Contract.* Check this box if all or part of your claim is based on a Derivative Contract.* PIP YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTER ON A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lchman-claims.com/AND POLLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM YOUR CLAIM SUPPORTING DOCUMENTATION OR YOUR CLAIM YO		debtor or trustee in this case.	C. A. COLL. E. Will As D. L.
2. Basis for Claim: Securities Law Violations (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #3a on reverse side.) 5. Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: See attached Addendum Value of Property: Annual Interest Rate Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$\frac{1}{2}\$ Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. \$507(a)(9): \$\frac{1}{2}\$ (See instruction #6 on reverse side.) 7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain: Date: Signature: The person filing this claim and state address and telephone number if different from the notice address above. Attach redacting of power of attorney, if any. HAYDEN R. JONES Contributions to an employee benefit plan 10 U.S.C. \$507(a)(5). Up to \$2,245 of deposits toward purchase, lease, or retail of property or retrices for pervices for person subnovide ended accounts. Sof(a)(7). Taxes or penaltics owed to governmental units - 11 U.S.C. \$507(a)(8). Diction - Specify applicable paragraph of 11 U.S.C. \$507(a)(8). Amount of Taxes or penaltics owed to governmental units - 11 U.S.C. \$507(a)(8). Amount of a penaltics owed to governmental units - 11 U.S.C. \$507(a)(8). Amount of Secured Claim: \$\frac{1}{2}\$ Amount of property. Amount of Secured Claim: \$\frac{1}{2}\$ Amount of property. Amount of Claim that qualifies as an Administrative Expen	If all or part of your claim is secured, complete Item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. Check this box if all or part of your claim is based on a Derivative Contract.* Check this box if all or part of your claim is based on a Guarantee.* *IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED. Check this box if claim includes interest or other charges in additional charges. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or additional charges.		under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11
3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: See attached Addendum Value of Property: \$ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection: Amount of Secured Claim: \$ Amount Of Secured Claim: \$ Amount Unsecured: \$ 6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ (See instruction #6 on reverse side.) If the documents on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy if power of attorney, if any. HAYDEN R. JONES	2. Basis for Claim: Securities Law Violations		Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: See attached Addendum Value of Property: \$ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection: Amount of Secured Claim: \$ Amount Unsecured: \$ 6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ (See instruction #6 on reverse side.) 7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: Date: Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to tiple this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to tiple this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to tiple this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to tiple this claim and state address and telephone number if different from the notice address above. Attach copy if power of attorney, if any. HAYDEN R. JONES	3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)		lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
Value of Property: \$\frac{Annual Interest Rate}{Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$\frac{Basis for perfection:}{Amount of Secured Claim: S} \frac{Amount Unsecured: S}{Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. \\$503(b)(9): \$\frac{S}{SO3(b)(9): S}{SO3(b)(9):	Check the appropriate box if your claim is secured by a lien on property or a right of information.		units - 11 U.S.C. § 507(a)(8). Other - Specify applicable paragraph of 11
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(See instruction #6 on reverse side.) 7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: Date: Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy if power of attorney, if any. HAYDEN R. JONES			
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person authorized to fite this claim and state address and telephone number if different from the notice address above. Attach copy if power of attorney, if any. HAYDEN R. JONES EPIQ BANKRUPTCY SOLUTIONS, LLC	8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		FILED / RECEIVED
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.	person authorized to file this claim and state address and telephone number if above. Attach copy of power of attorney, if any.	different from the notice address AYDEN R. JONES	

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 10 of 120

ADDENDUM TO PROOF OF CLAIM OF SASC 2007-BC4 A4 II LLC BANKRUPTCY CASE NO. 09-10558 (JMP) IN RE STRUCTURED ASSET SECURITIES CORPORATION

SASC 2007-BC4 A4 II LLC, an affiliate of The Carlyle Group ("Carlyle"), hereby submits this Addendum to Proof of Claim against debtors-in-possession, Lehman Brothers Holdings Inc. ("LBHI") and Structured Asset Securities Corporation ("SASC" and, together with LBHI, "Lehman" or "Debtors").

FACTUAL BACKGROUND

This claim arises from and relates to one or more of the following four securitization transactions: BNC Mortgage Loan Trust 2007-3 (the "2007-3 Securitization"), BNC Mortgage Loan Trust 2007-4 (the "2007-4 Securitization"), Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1 (the "2007-BNC1 Securitization") and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4. In one or more of these securitizations, Carlyle purchased Mortgage Pass-Through Certificates issued by Lehman (the "Lehman Securities") in reliance upon statements in the related offering documents that Carlyle subsequently learned were untrue. The Lehman Securities are asset-backed securities, backed by the cash flows derived from pools of residential mortgage loans (the "Loans").

In each of the subject transactions, LBHI acted as the sponsor and seller, and SASC, a wholly-owned indirect subsidiary of LBHI, acted as the depositor. LBHI, in its capacities as sponsor and seller, arranged the securitizations and sold the Loans to SASC. SASC, in its capacity as depositor, purchased the Loans and sold them to trustees for the benefit of the holders of the related Lehman Securities. Contemporaneously with the transfers of the Loans, SASC issued the Lehman Securities to investors, including Carlyle.

The Lehman Securities were offered pursuant to one or more registration statements, prospectuses, prospectus supplements or private placement memorandums (collectively, the "Offering Materials"). The Offering Materials contained material misrepresentations and omissions and, as a result, Carlyle asserts claims with respect to the Lehman Securities under Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "Securities Act"), as well as various common law claims. In addition, as discussed below, Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 thereunder for material misrepresentations in the sale of a security.

The Offering Materials utilized for each securitization included specific statements about the characteristics of the underlying Loans, as well as a specific representation that the Loans were originated in accordance with applicable underwriting guidelines. For example, the Prospectus Supplement for the 2007-BNC1 Securitization expressly stated that "[a]ll of the

The supporting documents for this claim are too voluminous to attach hereto. Supporting documents will be produced upon appropriate request.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 12 of 120

Mortgage Loans were originated in accordance with the BNC Underwriting Guidelines." Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1, November 8, 2007 Prospectus Supplement at S-50. The Offering Materials for the other subject transactions contained similar statements.²

The prudent and proper underwriting of mortgage loans underlying an asset-backed security is of the utmost importance to an investor in such security. Failure to properly verify occupancy, income, employment or other debt obligations, failure to take additional required steps when stated income is unreasonable and unsupported or property appraisals are unreasonably inflated, failure to obtain or provide required documentation and other similar underwriting deficiencies have a material adverse effect on the value of the related mortgage loan and, accordingly, the asset-backed security supported by such mortgage loan. Carlyle purchased the Lehman Securities in reliance on the Offering Materials disclosure stating that the underwriting of the Loans conformed to the applicable underwriting guidelines.

Unfortunately, a review by Carlyle of a representative sampling of Loans underlying two of the subject transactions, the 2007-3 Securitization and the 2007-4 Securitization, has revealed an alarmingly high number of Loans which were not originated in accordance with the applicable underwriting guidelines. Two examples of such noncompliance are set forth below:

- One of the Loan origination files contained two loan applications, each indicating different employment information and providing stated income that was clearly unreasonable. The BNC Underwriting Guidelines expressly require verification of the borrower's job title listed on the application as part of the verbal verification of employment process, as well as review of the stated income for reasonableness for the verified position. The files, however, contain no evidence that the underwriter obtained the required employment verification or reviewed the stated income for reasonableness.
- Another Loan origination file contained bank statements that were visibly altered to boost the borrower's income needed to qualify for the Loan. BNC Underwriting Guidelines specify that the dollar amount and consistency of deposits, monthly deposits versus withdrawals, ending balances each month, and inconsistent large deposits be considered in the analysis of the bank statements. Further, the guidelines provide that the "statements should be totally legible...[with] no erasures, white-outs or complete mark-throughs." Again, the file contained no evidence that the underwriter properly analyzed and addressed the deficiencies in the provided bank statements in accordance with the specified underwriting guidelines.

Of the 432 Loans reviewed from the 2007-3 Securitization, 193 Loans with an initial aggregate principal balance of approximately \$54,358,150, or 44.68% of the Loans reviewed, were not originated in accordance with the BNC Underwriting Guidelines. Carlyle also made similar findings in its review of a sampling of Loans from the 2007-4 Securitization – 40.67% of the

See also BNC Net Interest Margin Securities, Series 2007-3, July 19, 2007 Private Placement Memorandum, Exhibit A at S-54, BNC Mortgage Loan Trust 2007-4, January 8, 2008 Private Placement Memorandum, Exhibit A at S-68, and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4, January 10, 2008 Prospectus Supplement at S-66.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 14 of 120

Loans reviewed in that transaction were not originated in accordance with the BNC Underwriting Guidelines.

Based on Carlyle's findings with respect to the sampled Loans, it is clear that a material percentage of the Loans in the 2007-3 and 2007-4 Securitizations were not originated in accordance with the BNC Underwriting Guidelines. Carlyle has reason to believe that it would find a similar percentage of noncompliant Loans if it were to review all of the underlying Loans included in the 2007-3 and 2007-4 Securitizations, as well as the other two subject transactions.

LEGAL CLAIMS

Lehman is liable for violations of the Securities Act arising out of the sale of the Lehman Securities pursuant to Offering Materials which were materially untrue and misleading. The statements in the Offering Materials concerning compliance with the BNC Underwriting Guidelines were materially untrue and misleading. In reality, a material portion of the loans did not comply with those guidelines. The Offering Materials contained untrue statements and omitted other facts necessary to make the statements not misleading. Lehman owed to the purchasers of the securities the duty to make a reasonable and diligent investigation of the statements contained in the Offering Materials at the time they became effective to ensure that the statements were true and that there were no omissions of material fact which rendered the statements therein materially untrue and misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without omissions of any material facts and were not misleading. Accordingly, Lehman is liable to Carlyle. Carlyle has sustained damages of at least \$36,753,446.67 due to Lehman's actions. By reason of the foregoing, Lehman is liable for violations of Section 11 of the Securities Act, 15 U.S.C. § 77k.

Lehman was a seller, offeror and/or solicitor of sales of the Lehman Securities offered pursuant to the Offering Materials identified above, including the various prospectuses. Those Offering Materials contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts as set forth above. Lehman owed to Carlyle a duty to make a reasonable and diligent investigation of statements contained in the Offering Materials to ensure that such statements were true and that there was no omission of material fact necessary to prevent the statements contained therein from being misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without any omissions of any material facts and were not misleading. Carlyle purchased or otherwise acquired securities in the Offerings pursuant to the materially untrue and misleading Offering Materials and did not know, and with the exercise of reasonable diligence could not have known, of the untruths and omissions contained in the Offering Materials. By virtue of the conduct alleged herein, Lehman violated Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2).

Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5, for making material misrepresentations in connection with the sale of securities. Carlyle was a purchaser of securities issued and sold by Debtors, and Debtors made material misrepresentations in

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 16 of 120

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connection with these sales. Carlyle relied upon Debtors' representations and was harmed thereby. Debtors' misrepresentations were the proximate cause of Carlyle's damages. Should facts arise showing that Debtors acted with scienter (intent to deceive or recklessness), then a complete Section 10(b) and Rule 10b-5 cause of action will accrue to Carlyle. Carlyle therefore reserves the right to add a Section 10(b) and Rule 10b-5 cause of action to this Proof of Claim at a later time.

In addition to the claims under the Securities Act (and potential claim under the Exchange Act), the actions of Lehman constitute common law fraud and misrepresentation.

RESERVATION OF RIGHTS

Carlyle reserves the right to amend, add detail, supplement and/or modify this claim from time to time. This claim is filed as an unsecured claim. Without limiting the foregoing or in anyway waiving, modifying or prejudicing its rights, Carlyle reserves the right to: (i) assert that all or a portion of this claim is an administrative expense; or (ii) assert all or any portion of this claim as a secured claim. This claim is filed without waiver, limitation and/or modification of any of Carlyle's rights and remedies against the Debtors or any other person or entity.

The assertion of claims by Carlyle in this Proof of Claim is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of Carlyle. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Carlyle's rights against any other entity or person liable for all or part of the claims; (b) a consent by Carlyle to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Carlyle; (c) a consent by Carlyle to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any proceedings commenced against or otherwise involving Carlyle; (e) a waiver of any right to the subordination, in favor of Carlyle, of indebtedness or liens held by other creditors of either of the Debtors; (f) an election of remedies that waives or otherwise affects any other remedies; or (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable. Carlyle expressly reserves its right to amend and supplement this Proof of Claim to specify (and quantify) damages, costs, expenses and other charges or claims incurred by Carlyle and to file additional Proofs of Claim for additional claims, including without limitation (i) claims for post-petition interest, legal fees and related expenses that are not ascertainable at this time, and (ii) claims arising from or relating to the avoidance of transfers made to Carlyle or any other entity.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 18 of 120



United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC	PROOF OF CLAIM	
FDR Station, P.O. Box 5076 New York, NY 10150-5076	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.	
In Re: Lehman Brothers Holdings Inc., et al. Debtors. Name of Debtor Against Which Claim is Held Structured Asset Securities Corporation NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense	08-13555 (JMP) 0000014711	
may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)	THIS SPACE	IS FOR COURT USE ONLY
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) SASC 2007-BNC1 LLC c/o Paul A. Patterson, Esquire Stradley Ronon Stevens & Young, LLP 2600 One Commerce Square Philadelphia, PA 19103-7098	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known)	,
	Filed on:	
Telephone number: 215-564-8052 Email Address: ppatterson@stradley.com Name and address where payment should be sent (if different from above)		
Brian Nelsen, The Carlyle Group 1001 Pennsylvania Avenue N.W. Washington, DC 20004	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: 202-729-5233 Email Address: brian.nelsen@carlyle.com	Check this box if you are the debtor or trustee in this case.	
Telephone number:		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan-11 U.S.C. § 507(a)(5). Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). Other — Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority:
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		FOR COURT USE ONLY FILED / RECEIVED SEP 1 7 2009
Date: Signature: The person filing this claim must sign it. Sign and print name an person authorized to file this claim and state address and telephone number if above. Attach copy of power of attorney, if any. Penalty for presenting flaudulent claim: Fine of up to \$500,000 or imp	HAYDEN R. JONES VICE PRESIDENT	THE SARRBUPTCY SOLUTIONS. LLC

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ADDENDUM TO PROOF OF CLAIM OF SASC 2007-BNC1 LLC BANKRUPTCY CASE NO. 09-10558 (JMP) IN RE STRUCTURED ASSET SECURITIES CORPORATION

SASC 2007-BNC1 LLC, an affiliate of The Carlyle Group ("Carlyle"), hereby submits this Addendum to Proof of Claim against debtors-in-possession, Lehman Brothers Holdings Inc. ("LBHI") and Structured Asset Securities Corporation ("SASC" and, together with LBHI, "Lehman" or "Debtors").

FACTUAL BACKGROUND

This claim arises from and relates to one or more of the following four securitization transactions: BNC Mortgage Loan Trust 2007-3 (the "2007-3 Securitization"), BNC Mortgage Loan Trust 2007-4 (the "2007-4 Securitization"), Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1 (the "2007-BNC1 Securitization") and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4. In one or more of these securitizations, Carlyle purchased Mortgage Pass-Through Certificates issued by Lehman (the "Lehman Securities") in reliance upon statements in the related offering documents that Carlyle subsequently learned were untrue. The Lehman Securities are asset-backed securities, backed by the cash flows derived from pools of residential mortgage loans (the "Loans").

In each of the subject transactions, LBHI acted as the sponsor and seller, and SASC, a wholly-owned indirect subsidiary of LBHI, acted as the depositor. LBHI, in its capacities as sponsor and seller, arranged the securitizations and sold the Loans to SASC. SASC, in its capacity as depositor, purchased the Loans and sold them to trustees for the benefit of the holders of the related Lehman Securities. Contemporaneously with the transfers of the Loans, SASC issued the Lehman Securities to investors, including Carlyle.

The Lehman Securities were offered pursuant to one or more registration statements, prospectuses, prospectus supplements or private placement memorandums (collectively, the "Offering Materials"). The Offering Materials contained material misrepresentations and omissions and, as a result, Carlyle asserts claims with respect to the Lehman Securities under Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "Securities Act"), as well as various common law claims. In addition, as discussed below, Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 thereunder for material misrepresentations in the sale of a security.

The Offering Materials utilized for each securitization included specific statements about the characteristics of the underlying Loans, as well as a specific representation that the Loans were originated in accordance with applicable underwriting guidelines. For example, the Prospectus Supplement for the 2007-BNC1 Securitization expressly stated that "[a]ll of the

The supporting documents for this claim are too voluminous to attach hereto. Supporting documents will be produced upon appropriate request.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 24 of 120

Mortgage Loans were originated in accordance with the BNC Underwriting Guidelines." Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1, November 8, 2007 Prospectus Supplement at S-50. The Offering Materials for the other subject transactions contained similar statements.²

The prudent and proper underwriting of mortgage loans underlying an asset-backed security is of the utmost importance to an investor in such security. Failure to properly verify occupancy, income, employment or other debt obligations, failure to take additional required steps when stated income is unreasonable and unsupported or property appraisals are unreasonably inflated, failure to obtain or provide required documentation and other similar underwriting deficiencies have a material adverse effect on the value of the related mortgage loan and, accordingly, the asset-backed security supported by such mortgage loan. Carlyle purchased the Lehman Securities in reliance on the Offering Materials disclosure stating that the underwriting of the Loans conformed to the applicable underwriting guidelines.

Unfortunately, a review by Carlyle of a representative sampling of Loans underlying two of the subject transactions, the 2007-3 Securitization and the 2007-4 Securitization, has revealed an alarmingly high number of Loans which were not originated in accordance with the applicable underwriting guidelines. Two examples of such noncompliance are set forth below:

- One of the Loan origination files contained two loan applications, each indicating different employment information and providing stated income that was clearly unreasonable. The BNC Underwriting Guidelines expressly require verification of the borrower's job title listed on the application as part of the verbal verification of employment process, as well as review of the stated income for reasonableness for the verified position. The files, however, contain no evidence that the underwriter obtained the required employment verification or reviewed the stated income for reasonableness.
- Another Loan origination file contained bank statements that were visibly altered to boost the borrower's income needed to qualify for the Loan. BNC Underwriting Guidelines specify that the dollar amount and consistency of deposits, monthly deposits versus withdrawals, ending balances each month, and inconsistent large deposits be considered in the analysis of the bank statements. Further, the guidelines provide that the "statements should be totally legible...[with] no erasures, white-outs or complete mark-throughs." Again, the file contained no evidence that the underwriter properly analyzed and addressed the deficiencies in the provided bank statements in accordance with the specified underwriting guidelines.

Of the 432 Loans reviewed from the 2007-3 Securitization, 193 Loans with an initial aggregate principal balance of approximately \$54,358,150, or 44.68% of the Loans reviewed, were not originated in accordance with the BNC Underwriting Guidelines. Carlyle also made similar findings in its review of a sampling of Loans from the 2007-4 Securitization – 40.67% of the

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08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 26 of 120

Loans reviewed in that transaction were not originated in accordance with the BNC Underwriting Guidelines.

Based on Carlyle's findings with respect to the sampled Loans, it is clear that a material percentage of the Loans in the 2007-3 and 2007-4 Securitizations were not originated in accordance with the BNC Underwriting Guidelines. Carlyle has reason to believe that it would find a similar percentage of noncompliant Loans if it were to review all of the underlying Loans included in the 2007-3 and 2007-4 Securitizations, as well as the other two subject transactions.

LEGAL CLAIMS

Lehman is liable for violations of the Securities Act arising out of the sale of the Lehman Securities pursuant to Offering Materials which were materially untrue and misleading. The statements in the Offering Materials concerning compliance with the BNC Underwriting Guidelines were materially untrue and misleading. In reality, a material portion of the loans did not comply with those guidelines. The Offering Materials contained untrue statements and omitted other facts necessary to make the statements not misleading. Lehman owed to the purchasers of the securities the duty to make a reasonable and diligent investigation of the statements contained in the Offering Materials at the time they became effective to ensure that the statements were true and that there were no omissions of material fact which rendered the statements therein materially untrue and misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without omissions of any material facts and were not misleading. Accordingly, Lehman is liable to Carlyle. Carlyle has sustained damages of at least \$5,023,782.85 due to Lehman's actions. By reason of the foregoing, Lehman is liable for violations of Section 11 of the Securities Act, 15 U.S.C. § 77k.

Lehman was a seller, offeror and/or solicitor of sales of the Lehman Securities offered pursuant to the Offering Materials identified above, including the various prospectuses. Those Offering Materials contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts as set forth above. Lehman owed to Carlyle a duty to make a reasonable and diligent investigation of statements contained in the Offering Materials to ensure that such statements were true and that there was no omission of material fact necessary to prevent the statements contained therein from being misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without any omissions of any material facts and were not misleading. Carlyle purchased or otherwise acquired securities in the Offerings pursuant to the materially untrue and misleading Offering Materials and did not know, and with the exercise of reasonable diligence could not have known, of the untruths and omissions contained in the Offering Materials. By virtue of the conduct alleged herein, Lehman violated Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2).

Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5, for making material misrepresentations in connection with the sale of securities. Carlyle was a purchaser of securities issued and sold by Debtors, and Debtors made material misrepresentations in

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 28 of 120

connection with these sales. Carlyle relied upon Debtors' representations and was harmed thereby. Debtors' misrepresentations were the proximate cause of Carlyle's damages. Should facts arise showing that Debtors acted with scienter (intent to deceive or recklessness), then a complete Section 10(b) and Rule 10b-5 cause of action will accrue to Carlyle. Carlyle therefore reserves the right to add a Section 10(b) and Rule 10b-5 cause of action to this Proof of Claim at a later time.

In addition to the claims under the Securities Act (and potential claim under the Exchange Act), the actions of Lehman constitute common law fraud and misrepresentation.

RESERVATION OF RIGHTS

Carlyle reserves the right to amend, add detail, supplement and/or modify this claim from time to time. This claim is filed as an unsecured claim. Without limiting the foregoing or in anyway waiving, modifying or prejudicing its rights, Carlyle reserves the right to: (i) assert that all or a portion of this claim is an administrative expense; or (ii) assert all or any portion of this claim as a secured claim. This claim is filed without waiver, limitation and/or modification of any of Carlyle's rights and remedies against the Debtors or any other person or entity.

The assertion of claims by Carlyle in this Proof of Claim is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of Carlyle. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Carlyle's rights against any other entity or person liable for all or part of the claims; (b) a consent by Carlyle to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Carlyle; (c) a consent by Carlyle to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any proceedings commenced against or otherwise involving Carlyle; (e) a waiver of any right to the subordination, in favor of Carlyle, of indebtedness or liens held by other creditors of either of the Debtors; (f) an election of remedies that waives or otherwise affects any other remedies; or (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable. Carlyle expressly reserves its right to amend and supplement this Proof of Claim to specify (and quantify) damages, costs, expenses and other charges or claims incurred by Carlyle and to file additional Proofs of Claim for additional claims, including without limitation (i) claims for post-petition interest, legal fees and related expenses that are not ascertainable at this time, and (ii) claims arising from or relating to the avoidance of transfers made to Carlyle or any other entity.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 30 of 120



08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 32 of 120

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC	PROOF OF CLAIM	
FDR Station, P.O. Box 5076 New York, NY 10150-5076	Filed: USBC - Southern District of New York	
In Re: Lehman Brothers Holdings Inc., et al. Debtors. Name of Debtor Against Which Claim is Held Structured Asset Securities Corporation NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)	Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000014712	
a claim for Lehman Programs Securities (See definition on reverse side.) Name and address of Creditor: (and name and address where notices should be sent if	Check this box to indicate that	S FOR COURT USE ONLY
different from Creditor) SASC 2007-BC4 A4, LLC c/o Paul A. Patterson, Esquire Stradley Ronon Stevens & Young, LLP 2600 One Commerce Square Philadelphia, PA 19103-7098	this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:	
Telephone number: 215-564-8052 Email Address: ppatterson@stradley.com		
Name and address where payment should be sent (if different from above) Brian Nelsen, The Carlyle Group 1001 Pennsylvania Avenue N.W. Washington, DC 20004	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
	Check this box if you are the debtor or trustee in this case.	
Check this box if you are the		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority:
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Date: Signature: The perion filing this claim must sign it. Sign and print name as person authorized to file this plaim and state address and telephone name a above. Attach copy of power of attorney, if any. VICE I Penalty for presenting transdulent etaim: Fine of up to \$500,000 or im	MR. JONES CON ADDRESS PRESIDENT	h 1811 S.C. 66 152 and 3571

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 34 of 120

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The prudent and proper underwriting of mortgage loans underlying an asset-backed security is of the utmost importance to an investor in such security. Failure to properly verify occupancy, income, employment or other debt obligations, failure to take additional required steps when stated income is unreasonable and unsupported or property appraisals are unreasonably inflated, failure to obtain or provide required documentation and other similar underwriting deficiencies have a material adverse effect on the value of the related mortgage loan and, accordingly, the asset-backed security supported by such mortgage loan. Carlyle purchased the Lehman Securities in reliance on the Offering Materials disclosure stating that the underwriting of the Loans conformed to the applicable underwriting guidelines.

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08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 36 of 120

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Lehman is liable for violations of the Securities Act arising out of the sale of the Lehman Securities pursuant to Offering Materials which were materially untrue and misleading. The statements in the Offering Materials concerning compliance with the BNC Underwriting Guidelines were materially untrue and misleading. In reality, a material portion of the loans did not comply with those guidelines. The Offering Materials contained untrue statements and omitted other facts necessary to make the statements not misleading. Lehman owed to the purchasers of the securities the duty to make a reasonable and diligent investigation of the statements contained in the Offering Materials at the time they became effective to ensure that the statements were true and that there were no omissions of material fact which rendered the statements therein materially untrue and misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without omissions of any material facts and were not misleading. Accordingly, Lehman is liable to Carlyle. Carlyle has sustained damages of at least \$51,293,673.21 due to Lehman's actions. By reason of the foregoing, Lehman is liable for violations of Section 11 of the Securities Act, 15 U.S.C. § 77k.

Lehman was a seller, offeror and/or solicitor of sales of the Lehman Securities offered pursuant to the Offering Materials identified above, including the various prospectuses. Those Offering Materials contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts as set forth above. Lehman owed to Carlyle a duty to make a reasonable and diligent investigation of statements contained in the Offering Materials to ensure that such statements were true and that there was no omission of material fact necessary to prevent the statements contained therein from being misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without any omissions of any material facts and were not misleading. Carlyle purchased or otherwise acquired securities in the Offerings pursuant to the materially untrue and misleading Offering Materials and did not know, and with the exercise of reasonable diligence could not have known, of the untruths and omissions contained in the Offering Materials. By virtue of the conduct alleged herein, Lehman violated Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2).

Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5, for making material misrepresentations in connection with the sale of securities. Carlyle was a purchaser of securities issued and sold by Debtors, and Debtors made material misrepresentations in

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 38 of 120

connection with these sales. Carlyle relied upon Debtors' representations and was harmed thereby. Debtors' misrepresentations were the proximate cause of Carlyle's damages. Should facts arise showing that Debtors acted with scienter (intent to deceive or recklessness), then a complete Section 10(b) and Rule 10b-5 cause of action will accrue to Carlyle. Carlyle therefore reserves the right to add a Section 10(b) and Rule 10b-5 cause of action to this Proof of Claim at a later time.

In addition to the claims under the Securities Act (and potential claim under the Exchange Act), the actions of Lehman constitute common law fraud and misrepresentation.

RESERVATION OF RIGHTS

Carlyle reserves the right to amend, add detail, supplement and/or modify this claim from time to time. This claim is filed as an unsecured claim. Without limiting the foregoing or in anyway waiving, modifying or prejudicing its rights, Carlyle reserves the right to: (i) assert that all or a portion of this claim is an administrative expense; or (ii) assert all or any portion of this claim as a secured claim. This claim is filed without waiver, limitation and/or modification of any of Carlyle's rights and remedies against the Debtors or any other person or entity.

The assertion of claims by Carlyle in this Proof of Claim is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of Carlyle. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Carlyle's rights against any other entity or person liable for all or part of the claims; (b) a consent by Carlyle to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Carlyle; (c) a consent by Carlyle to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any proceedings commenced against or otherwise involving Carlyle; (e) a waiver of any right to the subordination, in favor of Carlyle, of indebtedness or liens held by other creditors of either of the Debtors; (f) an election of remedies that waives or otherwise affects any other remedies; or (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable. Carlyle expressly reserves its right to amend and supplement this Proof of Claim to specify (and quantify) damages, costs, expenses and other charges or claims incurred by Carlyle and to file additional Proofs of Claim for additional claims, including without limitation (i) claims for post-petition interest, legal fees and related expenses that are not ascertainable at this time, and (ii) claims arising from or relating to the avoidance of transfers made to Carlyle or any other entity.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 40 of 120



08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 42 of 120

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC	PROOF OF CLAIM		
FDR Station, P.O. Box 5076 New York, NY 10150-5076 In Re: Chapter 11		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.	
Lehman Brothers Holdings Inc., et al. Debtors. Name of Debtor Against Which Claim is Held Structured Asset Securities Corporation NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make	THIS SPACE IS FOR COURT USE ONLY		
n claim for Lehman Programs Securities (See definition on reverse side.) Name and address of Creditor: (and name and address where notices should be sent if	Check this box to indicate that this claim amends a previously filed		
different from Creditor) BNC 2007-4, LLC c/o Paul A. Patterson, Esquire Stradley Ronon Stevens & Young, LLP 2600 One Commerce Square Philadelphia, PA 19103-7098	Court Claim Number: (If known) Filed on:		
Telephone number: 215-564-8052 Email Address: ppatterson@stradley.co	m		
Name and address where payment should be sent (if different from above) Brian Nelsen, The Carlyle Group 1001 Pennsylvania Avenue N.W. Washington, DC 20004	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Telephone number: 202-729-5233 Email Address: brian.nelsen@cartyle.co	Check this box if you are the debtor or trustee in this case.		
Irelephone number: Email Address: Addre		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filling of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan-11 U.S.C. § 507(a)(5). Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority:	
(See instruction #6 on reverse side.) 7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		FOR COURT USE ONLY FILED / RECEIVED SEP 1 7 2009	
	DEN R. JONES E PRESIDENT	EPIO BANKRUPTCY SOLUTIONS, LLC	
Penalty for presenting flaudulent claim: Fine of up to \$500,000 or i	mprisonment for up to 5 years, or bot	th. 18 U.S.C. §§ 152 and 3571.	

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 44 of 120

ADDENDUM TO PROOF OF CLAIM OF BNC 2007-4, LLC BANKRUPTCY CASE NO. 09-10558 (JMP) IN RE STRUCTURED ASSET SECURITIES CORPORATION

BNC 2007-4, LLC, an affiliate of The Carlyle Group ("Carlyle"), hereby submits this Addendum to Proof of Claim against debtors-in-possession, Lehman Brothers Holdings Inc. ("LBHI") and Structured Asset Securities Corporation ("SASC" and, together with LBHI, "Lehman" or "Debtors").

FACTUAL BACKGROUND

This claim arises from and relates to one or more of the following four securitization transactions: BNC Mortgage Loan Trust 2007-3 (the "2007-3 Securitization"), BNC Mortgage Loan Trust 2007-4 (the "2007-4 Securitization"), Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1 (the "2007-BNC1 Securitization") and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4. In one or more of these securitizations, Carlyle purchased Mortgage Pass-Through Certificates issued by Lehman (the "Lehman Securities") in reliance upon statements in the related offering documents that Carlyle subsequently learned were untrue. The Lehman Securities are asset-backed securities, backed by the cash flows derived from pools of residential mortgage loans (the "Loans").

In each of the subject transactions, LBHI acted as the sponsor and seller, and SASC, a wholly-owned indirect subsidiary of LBHI, acted as the depositor. LBHI, in its capacities as sponsor and seller, arranged the securitizations and sold the Loans to SASC. SASC, in its capacity as depositor, purchased the Loans and sold them to trustees for the benefit of the holders of the related Lehman Securities. Contemporaneously with the transfers of the Loans, SASC issued the Lehman Securities to investors, including Carlyle.

The Lehman Securities were offered pursuant to one or more registration statements, prospectuses, prospectus supplements or private placement memorandums (collectively, the "Offering Materials"). The Offering Materials contained material misrepresentations and omissions and, as a result, Carlyle asserts claims with respect to the Lehman Securities under Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "Securities Act"), as well as various common law claims. In addition, as discussed below, Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 thereunder for material misrepresentations in the sale of a security.

The Offering Materials utilized for each securitization included specific statements about the characteristics of the underlying Loans, as well as a specific representation that the Loans were originated in accordance with applicable underwriting guidelines. For example, the Prospectus Supplement for the 2007-BNC1 Securitization expressly stated that "[a]ll of the

The supporting documents for this claim are too voluminous to attach hereto. Supporting documents will be produced upon appropriate request.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 46 of 120

Mortgage Loans were originated in accordance with the BNC Underwriting Guidelines." Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1, November 8, 2007 Prospectus Supplement at S-50. The Offering Materials for the other subject transactions contained similar statements.²

The prudent and proper underwriting of mortgage loans underlying an asset-backed security is of the utmost importance to an investor in such security. Failure to properly verify occupancy, income, employment or other debt obligations, failure to take additional required steps when stated income is unreasonable and unsupported or property appraisals are unreasonably inflated, failure to obtain or provide required documentation and other similar underwriting deficiencies have a material adverse effect on the value of the related mortgage loan and, accordingly, the asset-backed security supported by such mortgage loan. Carlyle purchased the Lehman Securities in reliance on the Offering Materials disclosure stating that the underwriting of the Loans conformed to the applicable underwriting guidelines.

Unfortunately, a review by Carlyle of a representative sampling of Loans underlying two of the subject transactions, the 2007-3 Securitization and the 2007-4 Securitization, has revealed an alarmingly high number of Loans which were not originated in accordance with the applicable underwriting guidelines. Two examples of such noncompliance are set forth below:

- One of the Loan origination files contained two loan applications, each indicating different employment information and providing stated income that was clearly unreasonable. The BNC Underwriting Guidelines expressly require verification of the borrower's job title listed on the application as part of the verbal verification of employment process, as well as review of the stated income for reasonableness for the verified position. The files, however, contain no evidence that the underwriter obtained the required employment verification or reviewed the stated income for reasonableness.
- Another Loan origination file contained bank statements that were visibly altered to boost the borrower's income needed to qualify for the Loan. BNC Underwriting Guidelines specify that the dollar amount and consistency of deposits, monthly deposits versus withdrawals, ending balances each month, and inconsistent large deposits be considered in the analysis of the bank statements. Further, the guidelines provide that the "statements should be totally legible...[with] no erasures, white-outs or complete mark-throughs." Again, the file contained no evidence that the underwriter properly analyzed and addressed the deficiencies in the provided bank statements in accordance with the specified underwriting guidelines.

Of the 432 Loans reviewed from the 2007-3 Securitization, 193 Loans with an initial aggregate principal balance of approximately \$54,358,150, or 44.68% of the Loans reviewed, were not originated in accordance with the BNC Underwriting Guidelines. Carlyle also made similar findings in its review of a sampling of Loans from the 2007-4 Securitization – 40.67% of the

See also BNC Net Interest Margin Securities, Series 2007-3, July 19, 2007 Private Placement Memorandum, Exhibit A at S-54, BNC Mortgage Loan Trust 2007-4, January 8, 2008 Private Placement Memorandum, Exhibit A at S-68, and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4, January 10, 2008 Prospectus Supplement at S-66.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 48 of 120

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Loans reviewed in that transaction were not originated in accordance with the BNC Underwriting Guidelines.

Based on Carlyle's findings with respect to the sampled Loans, it is clear that a material percentage of the Loans in the 2007-3 and 2007-4 Securitizations were not originated in accordance with the BNC Underwriting Guidelines. Carlyle has reason to believe that it would find a similar percentage of noncompliant Loans if it were to review all of the underlying Loans included in the 2007-3 and 2007-4 Securitizations, as well as the other two subject transactions.

LEGAL CLAIMS

Lehman is liable for violations of the Securities Act arising out of the sale of the Lehman Securities pursuant to Offering Materials which were materially untrue and misleading. The statements in the Offering Materials concerning compliance with the BNC Underwriting Guidelines were materially untrue and misleading. In reality, a material portion of the loans did not comply with those guidelines. The Offering Materials contained untrue statements and omitted other facts necessary to make the statements not misleading. Lehman owed to the purchasers of the securities the duty to make a reasonable and diligent investigation of the statements contained in the Offering Materials at the time they became effective to ensure that the statements were true and that there were no omissions of material fact which rendered the statements therein materially untrue and misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without omissions of any material facts and were not misleading. Accordingly, Lehman is liable to Carlyle. Carlyle has sustained damages of at least \$4,816,484.01 due to Lehman's actions. By reason of the foregoing, Lehman is liable for violations of Section 11 of the Securities Act, 15 U.S.C. § 77k.

Lehman was a seller, offeror and/or solicitor of sales of the Lehman Securities offered pursuant to the Offering Materials identified above, including the various prospectuses. Those Offering Materials contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts as set forth above. Lehman owed to Carlyle a duty to make a reasonable and diligent investigation of statements contained in the Offering Materials to ensure that such statements were true and that there was no omission of material fact necessary to prevent the statements contained therein from being misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without any omissions of any material facts and were not misleading. Carlyle purchased or otherwise acquired securities in the Offerings pursuant to the materially untrue and misleading Offering Materials and did not know, and with the exercise of reasonable diligence could not have known, of the untruths and omissions contained in the Offering Materials. By virtue of the conduct alleged herein, Lehman violated Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2).

Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5, for making material misrepresentations in connection with the sale of securities. Carlyle was a purchaser of securities issued and sold by Debtors, and Debtors made material misrepresentations in

connection with these sales. Carlyle relied upon Debtors' representations and was harmed thereby. Debtors' misrepresentations were the proximate cause of Carlyle's damages. Should facts arise showing that Debtors acted with scienter (intent to deceive or recklessness), then a complete Section 10(b) and Rule 10b-5 cause of action will accrue to Carlyle. Carlyle therefore reserves the right to add a Section 10(b) and Rule 10b-5 cause of action to this Proof of Claim at a later time.

In addition to the claims under the Securities Act (and potential claim under the Exchange Act), the actions of Lehman constitute common law fraud and misrepresentation.

RESERVATION OF RIGHTS

Carlyle reserves the right to amend, add detail, supplement and/or modify this claim from time to time. This claim is filed as an unsecured claim. Without limiting the foregoing or in anyway waiving, modifying or prejudicing its rights, Carlyle reserves the right to: (i) assert that all or a portion of this claim is an administrative expense; or (ii) assert all or any portion of this claim as a secured claim. This claim is filed without waiver, limitation and/or modification of any of Carlyle's rights and remedies against the Debtors or any other person or entity.

The assertion of claims by Carlyle in this Proof of Claim is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of Carlyle. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Carlyle's rights against any other entity or person liable for all or part of the claims; (b) a consent by Carlyle to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Carlyle; (c) a consent by Carlyle to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any proceedings commenced against or otherwise involving Carlyle; (e) a waiver of any right to the subordination, in favor of Carlyle, of indebtedness or liens held by other creditors of either of the Debtors; (f) an election of remedies that waives or otherwise affects any other remedies; or (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable. Carlyle expressly reserves its right to amend and supplement this Proof of Claim to specify (and quantify) damages, costs, expenses and other charges or claims incurred by Carlyle and to file additional Proofs of Claim for additional claims, including without limitation (i) claims for post-petition interest, legal fees and related expenses that are not ascertainable at this time, and (ii) claims arising from or relating to the avoidance of transfers made to Carlyle or any other entity.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 52 of 120



08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 54 of 120

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epig Bankruptcy Solutions, LLC		PROOF OF CLAIM	
FDR Station, P.O. Box 5076 New York, NY 10150-5076 In Re: C	hapter 11		SBC - Southern District of New York an Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000014714
Debtors. (J. Name of Debtor Against Which Claim is Held Ca	ase No. 08-13555 (JMP) ointly Administered) sse No. of Debtor 19-10558 (JMP)		08-13555 (JMP) 0000014714
NOTE: This form should not be used to make a claim after the commencement of the case. A request for pa	yment of an administrative expense	114 1 2 UM	
may be filed pursuant to 11 U.S.C. § 503. Additionally a claim for Lehman Programs Securities (See definition	r, this form should not be used to make in on reverse side.)	THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and addr different from Creditor)	ress where notices should be sent if	Check this box to indicate that this claim amends a previously filed claim.	,
Carlyle Mortgage Capital, LLC c/o Paul A. Patterson, Esquire Stradley Ronon Stevens & Young, LLP 2600 One Commerce Square		Court Claim Number:	
Philadelphia, PA 19103-7098		(If known) Filed on:	
Telephone number: 215-564-8052 Email	Address: ppatterson@stradley.com		
Name and address where payment should be sent (i Brian Nelsen, The Carlyle Group 1001 Pennsylvania Avenue N.W. Washington, DC 20004		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: 202-729-5233 Email	Address: brian.nelsen@carlyle.com	Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ \(\) \(\		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). Other — Specify applicable paragraph of 11 U.S.C. § 507(a)(
	time case filed included in secured clair perfection:		s
Amount of Secured Claim: \$			·
6. Amount of Claim that qualifies as an Admi (See instruction #6 on reverse side.)			FOR COURT VICE ONLY
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		FILED / RECEIVED SEP 1 7 2009	
9/15/09 person authorized to file this claim above. Attach copy of power of att	is claim must sign it. Sign and print name an and state address and telephane number if tomey, if any. VICE PI at claim: Fine of up to \$500,000 or im	R. JONES RESIDENT	EPIO BANKRUPTCY SOLUTIONS, LLC

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 56 of 120

ADDENDUM TO PROOF OF CLAIM OF CARLYLE MORTGAGE CAPITAL, LLC BANKRUPTCY CASE NO. 09-10558 (JMP) IN RE STRUCTURED ASSET SECURITIES CORPORATION

Carlyle Mortgage Capital, LLC, an affiliate of The Carlyle Group ("Carlyle"), hereby submits this Addendum to Proof of Claim against debtors-in-possession, Lehman Brothers Holdings Inc. ("LBHI") and Structured Asset Securities Corporation ("SASC" and, together with LBHI, "Lehman" or "Debtors").

FACTUAL BACKGROUND

This claim arises from and relates to one or more of the following four securitization transactions: BNC Mortgage Loan Trust 2007-3 (the "2007-3 Securitization"), BNC Mortgage Loan Trust 2007-4 (the "2007-4 Securitization"), Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1 (the "2007-BNC1 Securitization") and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4. In one or more of these securitizations, Carlyle purchased Mortgage Pass-Through Certificates issued by Lehman (the "Lehman Securities") in reliance upon statements in the related offering documents that Carlyle subsequently learned were untrue. The Lehman Securities are asset-backed securities, backed by the cash flows derived from pools of residential mortgage loans (the "Loans").

In each of the subject transactions, LBHI acted as the sponsor and seller, and SASC, a wholly-owned indirect subsidiary of LBHI, acted as the depositor. LBHI, in its capacities as sponsor and seller, arranged the securitizations and sold the Loans to SASC. SASC, in its capacity as depositor, purchased the Loans and sold them to trustees for the benefit of the holders of the related Lehman Securities. Contemporaneously with the transfers of the Loans, SASC issued the Lehman Securities to investors, including Carlyle.

The Lehman Securities were offered pursuant to one or more registration statements, prospectuses, prospectus supplements or private placement memorandums (collectively, the "Offering Materials"). The Offering Materials contained material misrepresentations and omissions and, as a result, Carlyle asserts claims with respect to the Lehman Securities under Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "Securities Act"), as well as various common law claims. In addition, as discussed below, Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 thereunder for material misrepresentations in the sale of a security.

The Offering Materials utilized for each securitization included specific statements about the characteristics of the underlying Loans, as well as a specific representation that the Loans were originated in accordance with applicable underwriting guidelines. For example, the Prospectus Supplement for the 2007-BNC1 Securitization expressly stated that "[a]ll of the

The supporting documents for this claim are too voluminous to attach hereto. Supporting documents will be produced upon appropriate request.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 58 of 120

Mortgage Loans were originated in accordance with the BNC Underwriting Guidelines." Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1, November 8, 2007 Prospectus Supplement at S-50. The Offering Materials for the other subject transactions contained similar statements.²

The prudent and proper underwriting of mortgage loans underlying an asset-backed security is of the utmost importance to an investor in such security. Failure to properly verify occupancy, income, employment or other debt obligations, failure to take additional required steps when stated income is unreasonable and unsupported or property appraisals are unreasonably inflated, failure to obtain or provide required documentation and other similar underwriting deficiencies have a material adverse effect on the value of the related mortgage loan and, accordingly, the asset-backed security supported by such mortgage loan. Carlyle purchased the Lehman Securities in reliance on the Offering Materials disclosure stating that the underwriting of the Loans conformed to the applicable underwriting guidelines.

Unfortunately, a review by Carlyle of a representative sampling of Loans underlying two of the subject transactions, the 2007-3 Securitization and the 2007-4 Securitization, has revealed an alarmingly high number of Loans which were not originated in accordance with the applicable underwriting guidelines. Two examples of such noncompliance are set forth below:

- One of the Loan origination files contained two loan applications, each indicating different
 employment information and providing stated income that was clearly unreasonable. The
 BNC Underwriting Guidelines expressly require verification of the borrower's job title listed
 on the application as part of the verbal verification of employment process, as well as review
 of the stated income for reasonableness for the verified position. The files, however, contain
 no evidence that the underwriter obtained the required employment verification or reviewed
 the stated income for reasonableness.
- Another Loan origination file contained bank statements that were visibly altered to boost the borrower's income needed to qualify for the Loan. BNC Underwriting Guidelines specify that the dollar amount and consistency of deposits, monthly deposits versus withdrawals, ending balances each month, and inconsistent large deposits be considered in the analysis of the bank statements. Further, the guidelines provide that the "statements should be totally legible...[with] no erasures, white-outs or complete mark-throughs." Again, the file contained no evidence that the underwriter properly analyzed and addressed the deficiencies in the provided bank statements in accordance with the specified underwriting guidelines.

Of the 432 Loans reviewed from the 2007-3 Securitization, 193 Loans with an initial aggregate principal balance of approximately \$54,358,150, or 44.68% of the Loans reviewed, were not originated in accordance with the BNC Underwriting Guidelines. Carlyle also made similar findings in its review of a sampling of Loans from the 2007-4 Securitization – 40.67% of the

See also BNC Net Interest Margin Securities, Series 2007-3, July 19, 2007 Private Placement Memorandum, Exhibit A at S-54, BNC Mortgage Loan Trust 2007-4, January 8, 2008 Private Placement Memorandum, Exhibit A at S-68, and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4, January 10, 2008 Prospectus Supplement at S-66.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 60 of 120

Loans reviewed in that transaction were not originated in accordance with the BNC Underwriting Guidelines.

Based on Carlyle's findings with respect to the sampled Loans, it is clear that a material percentage of the Loans in the 2007-3 and 2007-4 Securitizations were not originated in accordance with the BNC Underwriting Guidelines. Carlyle has reason to believe that it would find a similar percentage of noncompliant Loans if it were to review all of the underlying Loans included in the 2007-3 and 2007-4 Securitizations, as well as the other two subject transactions.

LEGAL CLAIMS

Lehman is liable for violations of the Securities Act arising out of the sale of the Lehman Securities pursuant to Offering Materials which were materially untrue and misleading. The statements in the Offering Materials concerning compliance with the BNC Underwriting Guidelines were materially untrue and misleading. In reality, a material portion of the loans did not comply with those guidelines. The Offering Materials contained untrue statements and omitted other facts necessary to make the statements not misleading. Lehman owed to the purchasers of the securities the duty to make a reasonable and diligent investigation of the statements contained in the Offering Materials at the time they became effective to ensure that the statements were true and that there were no omissions of material fact which rendered the statements therein materially untrue and misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without omissions of any material facts and were not misleading. Accordingly, Lehman is liable to Carlyle. Carlyle has sustained damages of at least \$20,202,707.55 due to Lehman's actions. By reason of the foregoing, Lehman is liable for violations of Section 11 of the Securities Act, 15 U.S.C. § 77k.

Lehman was a seller, offeror and/or solicitor of sales of the Lehman Securities offered pursuant to the Offering Materials identified above, including the various prospectuses. Those Offering Materials contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts as set forth above. Lehman owed to Carlyle a duty to make a reasonable and diligent investigation of statements contained in the Offering Materials to ensure that such statements were true and that there was no omission of material fact necessary to prevent the statements contained therein from being misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without any omissions of any material facts and were not misleading. Carlyle purchased or otherwise acquired securities in the Offerings pursuant to the materially untrue and misleading Offering Materials and did not know, and with the exercise of reasonable diligence could not have known, of the untruths and omissions contained in the Offering Materials. By virtue of the conduct alleged herein, Lehman violated Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2).

Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5, for making material misrepresentations in connection with the sale of securities. Carlyle was a purchaser of securities issued and sold by Debtors, and Debtors made material misrepresentations in

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 62 of 120

connection with these sales. Carlyle relied upon Debtors' representations and was harmed thereby. Debtors' misrepresentations were the proximate cause of Carlyle's damages. Should facts arise showing that Debtors acted with scienter (intent to deceive or recklessness), then a complete Section 10(b) and Rule 10b-5 cause of action will accrue to Carlyle. Carlyle therefore reserves the right to add a Section 10(b) and Rule 10b-5 cause of action to this Proof of Claim at a later time.

In addition to the claims under the Securities Act (and potential claim under the Exchange Act), the actions of Lehman constitute common law fraud and misrepresentation.

RESERVATION OF RIGHTS

Carlyle reserves the right to amend, add detail, supplement and/or modify this claim from time to time. This claim is filed as an unsecured claim. Without limiting the foregoing or in anyway waiving, modifying or prejudicing its rights, Carlyle reserves the right to: (i) assert that all or a portion of this claim is an administrative expense; or (ii) assert all or any portion of this claim as a secured claim. This claim is filed without waiver, limitation and/or modification of any of Carlyle's rights and remedies against the Debtors or any other person or entity.

The assertion of claims by Carlyle in this Proof of Claim is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of Carlyle. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Carlyle's rights against any other entity or person liable for all or part of the claims; (b) a consent by Carlyle to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Carlyle; (c) a consent by Carlyle to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any proceedings commenced against or otherwise involving Carlyle; (e) a waiver of any right to the subordination, in favor of Carlyle, of indebtedness or liens held by other creditors of either of the Debtors; (f) an election of remedies that waives or otherwise affects any other remedies; or (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable. Carlyle expressly reserves its right to amend and supplement this Proof of Claim to specify (and quantify) damages, costs, expenses and other charges or claims incurred by Carlyle and to file additional Proofs of Claim for additional claims, including without limitation (i) claims for post-petition interest, legal fees and related expenses that are not ascertainable at this time, and (ii) claims arising from or relating to the avoidance of transfers made to Carlyle or any other entity.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 64 of 120



08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 66 of 120

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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC	PROOF OF CLAIM	
FDR Station, P.O. Box 5076 New York, NY 10150-5076	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.	
In Re: Lehman Brothers Holdings Inc., et al. Debtors. Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc. Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) Case No. of Debtor 08-13555 (JMP)		13555 (JMP) 0000014715
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)	THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) SASC 2007-BC4 A4 II, LLC c/o Paul A. Patterson, Esquire Stradley Ronon Stevens & Young, LLC	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number:	
2600 One Commerce Square Philadelphia, PA 19103-7098	(If known) Filed on:	
Telephone number: 215-564-8052 Email Address: ppatterson@stradley.com Name and address where payment should be sent (if different from above)		
Brian Nelsen, The Carlyle Group 1001 Pennsylvania Avenue N.W. Washington, DC 20004	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: 202-729-5233 Email Address: brian.nelsen@carlyle.com	Check this box if you are the debtor or trustee in this case.	
Telephone number: Email Address: Securities Secur		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan-11 U.S.C. § 507(a)(5). Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority:
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		SEP 1 7 2009
• • • • • • • • • • • • • • • • • • • •	HAYDEN R. JONES VICE PRESIDENT	EPIO BANKRUPTCY SOLUTIONS, LLC

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 68 of 120



ADDENDUM TO PROOF OF CLAIM OF SASC 2007-BC4 A4 II LLC BANKRUPTCY CASE NO. 08-13555 (JMP) IN RE LEHMAN BROTHERS HOLDINGS INC.

SASC 2007-BC4 A4 II LLC, an affiliate of The Carlyle Group ("Carlyle"), hereby submits this Addendum to Proof of Claim against debtors-in-possession, Lehman Brothers Holdings Inc. ("LBHI") and Structured Asset Securities Corporation ("SASC" and, together with LBHI, "Lehman" or "Debtors").

FACTUAL BACKGROUND

This claim arises from and relates to one or more of the following four securitization transactions: BNC Mortgage Loan Trust 2007-3 (the "2007-3 Securitization"), BNC Mortgage Loan Trust 2007-4 (the "2007-4 Securitization"), Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1 (the "2007-BNC1 Securitization") and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4. In one or more of these securitizations, Carlyle purchased Mortgage Pass-Through Certificates issued by Lehman (the "Lehman Securities") in reliance upon statements in the related offering documents that Carlyle subsequently learned were untrue. The Lehman Securities are asset-backed securities, backed by the cash flows derived from pools of residential mortgage loans (the "Loans").

In each of the subject transactions, LBHI acted as the sponsor and seller, and SASC, a wholly-owned indirect subsidiary of LBHI, acted as the depositor. LBHI, in its capacities as sponsor and seller, arranged the securitizations and sold the Loans to SASC. SASC, in its capacity as depositor, purchased the Loans and sold them to trustees for the benefit of the holders of the related Lehman Securities. Contemporaneously with the transfers of the Loans, SASC issued the Lehman Securities to investors, including Carlyle.

The Lehman Securities were offered pursuant to one or more registration statements, prospectuses, prospectus supplements or private placement memorandums (collectively, the "Offering Materials"). The Offering Materials contained material misrepresentations and omissions and, as a result, Carlyle asserts claims with respect to the Lehman Securities under Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "Securities Act"), as well as various common law claims. In addition, as discussed below, Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 thereunder for material misrepresentations in the sale of a security.

The Offering Materials utilized for each securitization included specific statements about the characteristics of the underlying Loans, as well as a specific representation that the Loans were originated in accordance with applicable underwriting guidelines. For example, the Prospectus Supplement for the 2007-BNC1 Securitization expressly stated that "[a]ll of the

The supporting documents for this claim are too voluminous to attach hereto. Supporting documents will be produced upon appropriate request.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 70 of 120

. . Mortgage Loans were originated in accordance with the BNC Underwriting Guidelines." Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1, November 8, 2007 Prospectus Supplement at S-50. The Offering Materials for the other subject transactions contained similar statements.²

The prudent and proper underwriting of mortgage loans underlying an asset-backed security is of the utmost importance to an investor in such security. Failure to properly verify occupancy, income, employment or other debt obligations, failure to take additional required steps when stated income is unreasonable and unsupported or property appraisals are unreasonably inflated, failure to obtain or provide required documentation and other similar underwriting deficiencies have a material adverse effect on the value of the related mortgage loan and, accordingly, the asset-backed security supported by such mortgage loan. Carlyle purchased the Lehman Securities in reliance on the Offering Materials disclosure stating that the underwriting of the Loans conformed to the applicable underwriting guidelines.

Unfortunately, a review by Carlyle of a representative sampling of Loans underlying two of the subject transactions, the 2007-3 Securitization and the 2007-4 Securitization, has revealed an alarmingly high number of Loans which were not originated in accordance with the applicable underwriting guidelines. Two examples of such noncompliance are set forth below:

- One of the Loan origination files contained two loan applications, each indicating different
 employment information and providing stated income that was clearly unreasonable. The
 BNC Underwriting Guidelines expressly require verification of the borrower's job title listed
 on the application as part of the verbal verification of employment process, as well as review
 of the stated income for reasonableness for the verified position. The files, however, contain
 no evidence that the underwriter obtained the required employment verification or reviewed
 the stated income for reasonableness.
- Another Loan origination file contained bank statements that were visibly altered to boost the borrower's income needed to qualify for the Loan. BNC Underwriting Guidelines specify that the dollar amount and consistency of deposits, monthly deposits versus withdrawals, ending balances each month, and inconsistent large deposits be considered in the analysis of the bank statements. Further, the guidelines provide that the "statements should be totally legible...[with] no erasures, white-outs or complete mark-throughs." Again, the file contained no evidence that the underwriter properly analyzed and addressed the deficiencies in the provided bank statements in accordance with the specified underwriting guidelines.

Of the 432 Loans reviewed from the 2007-3 Securitization, 193 Loans with an initial aggregate principal balance of approximately \$54,358,150, or 44.68% of the Loans reviewed, were not originated in accordance with the BNC Underwriting Guidelines. Carlyle also made similar findings in its review of a sampling of Loans from the 2007-4 Securitization – 40.67% of the

See also BNC Net Interest Margin Securities, Series 2007-3, July 19, 2007 Private Placement Memorandum, Exhibit A at S-54, BNC Mortgage Loan Trust 2007-4, January 8, 2008 Private Placement Memorandum, Exhibit A at S-68, and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4, January 10, 2008 Prospectus Supplement at S-66.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 72 of 120

Loans reviewed in that transaction were not originated in accordance with the BNC Underwriting Guidelines.

Based on Carlyle's findings with respect to the sampled Loans, it is clear that a material percentage of the Loans in the 2007-3 and 2007-4 Securitizations were not originated in accordance with the BNC Underwriting Guidelines. Carlyle has reason to believe that it would find a similar percentage of noncompliant Loans if it were to review all of the underlying Loans included in the 2007-3 and 2007-4 Securitizations, as well as the other two subject transactions.

LEGAL CLAIMS

Lehman is liable for violations of the Securities Act arising out of the sale of the Lehman Securities pursuant to Offering Materials which were materially untrue and misleading. The statements in the Offering Materials concerning compliance with the BNC Underwriting Guidelines were materially untrue and misleading. In reality, a material portion of the loans did not comply with those guidelines. The Offering Materials contained untrue statements and omitted other facts necessary to make the statements not misleading. Lehman owed to the purchasers of the securities the duty to make a reasonable and diligent investigation of the statements contained in the Offering Materials at the time they became effective to ensure that the statements were true and that there were no omissions of material fact which rendered the statements therein materially untrue and misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without omissions of any material facts and were not misleading. Accordingly, Lehman is liable to Carlyle. Carlyle has sustained damages of at least \$36,753,446.67 due to Lehman's actions. By reason of the foregoing, Lehman is liable for violations of Section 11 of the Securities Act, 15 U.S.C. § 77k.

Lehman was a seller, offeror and/or solicitor of sales of the Lehman Securities offered pursuant to the Offering Materials identified above, including the various prospectuses. Those Offering Materials contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts as set forth above. Lehman owed to Carlyle a duty to make a reasonable and diligent investigation of statements contained in the Offering Materials to ensure that such statements were true and that there was no omission of material fact necessary to prevent the statements contained therein from being misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without any omissions of any material facts and were not misleading. Carlyle purchased or otherwise acquired securities in the Offerings pursuant to the materially untrue and misleading Offering Materials and did not know, and with the exercise of reasonable diligence could not have known, of the untruths and omissions contained in the Offering Materials. By virtue of the conduct alleged herein, Lehman violated Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2).

Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5, for making material misrepresentations in connection with the sale of securities. Carlyle was a purchaser of securities issued and sold by Debtors, and Debtors made material misrepresentations in

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 74 of 120

connection with these sales. Carlyle relied upon Debtors' representations and was harmed thereby. Debtors' misrepresentations were the proximate cause of Carlyle's damages. Should facts arise showing that Debtors acted with scienter (intent to deceive or recklessness), then a complete Section 10(b) and Rule 10b-5 cause of action will accrue to Carlyle. Carlyle therefore reserves the right to add a Section 10(b) and Rule 10b-5 cause of action to this Proof of Claim at a later time.

In addition to the claims under the Securities Act (and potential claim under the Exchange Act), the actions of Lehman constitute common law fraud and misrepresentation.

RESERVATION OF RIGHTS

Carlyle reserves the right to amend, add detail, supplement and/or modify this claim from time to time. This claim is filed as an unsecured claim. Without limiting the foregoing or in anyway waiving, modifying or prejudicing its rights, Carlyle reserves the right to: (i) assert that all or a portion of this claim is an administrative expense; or (ii) assert all or any portion of this claim as a secured claim. This claim is filed without waiver, limitation and/or modification of any of Carlyle's rights and remedies against the Debtors or any other person or entity.

The assertion of claims by Carlyle in this Proof of Claim is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of Carlyle. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Carlyle's rights against any other entity or person liable for all or part of the claims; (b) a consent by Carlyle to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Carlyle; (c) a consent by Carlyle to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any proceedings commenced against or otherwise involving Carlyle; (e) a waiver of any right to the subordination, in favor of Carlyle, of indebtedness or liens held by other creditors of either of the Debtors: (f) an election of remedies that waives or otherwise affects any other remedies; or (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable. Carlyle expressly reserves its right to amend and supplement this Proof of Claim to specify (and quantify) damages, costs, expenses and other charges or claims incurred by Carlyle and to file additional Proofs of Claim for additional claims, including without limitation (i) claims for post-petition interest, legal fees and related expenses that are not ascertainable at this time, and (ii) claims arising from or relating to the avoidance of transfers made to Carlyle or any other entity.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 76 of 120



08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 78 of 120

Lehman Brothers	Bankruptcy Court/Souther s Holdings Claims Processing ptcy Solutions, LLC D. Box 5076	n District of New York Center	PROOF OF CLAIM					
New York, NY 10150-5076			Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.					
Ĺ	s Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		08-13555 (JMP) 0000014716				
	nst Which Claim is Held ers Holdings Inc.	Case No. of Debtor 08-13555 (JMP)		<i>t </i>				
		aim for an administrative expense arising	######################################	110 1 5 10 1 811 84 10 1 1 8/1				
after the commend	rement of the case. A request for	or payment of an administrative expense onaly, this form should not be used to make nition on reverse side.)	THIS SPACE I	S FOR COURT USE ONLY				
Name and addres different from Cr		address where notices should be sent if	Check this box to indicate that this claim amonds a previously filed					
SASC 2007-BN	•		Claim.					
c/o Paul A. Pat	terson, Esquire n Stevens & Young, LLP		Court Claim					
2600 One Com	merce Square		Number:					
Philadelphia, P.	A 19103-7098		(If known)					
			Filed on:					
Telephone number	er: 215-564-8052 E	mail Address: ppatterson@stradley.com		•				
1	s where payment should be se	ent (if different from above)	Check this box if you are aware					
	The Carlyle Group ania Avenue N.W.		that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.					
Washington, Do			Check this box if you are the					
		mail Address: brian.nelsen@carlyle.com	debtor or trustee in this case.					
1. Amount of	Claim as of Date Case Filed	: s 5,023,782.85	-	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of				
If all or part of you	our claim is secured, complete	Item 4 below; however, if all of your clair	m is unsecured, do not complete	your claim falls in one of the following categories, check the box and state the				
If all or part of yo	our claim is entitled to priority	, complete Item 5. nistrative Expense under 11 U.S.C. §503(I	h)(0) complete Item 6	amount.				
Check this b	oox if all or part of your claim	is based on a Derivative Contract.*	ogos, complete tem o.	Specify the priority of the claim:				
	OOX if all or part of your claim	is based on a Guarantee.* ITS OWED PURSUANT TO EITHER A	DEDIVATIVE CONTRACT	Domestic support obligations under 11				
OR A GUARAN	ITEE OF A DEBTOR, YOU	MUST ALSO LOG ON TO http://www	.lehman-claims.com AND	U.S.C. § 507(a)(1)(A) or (a)(1)(B).				
SUPPORTING 1	DOCUMENTATION OR Y	ÆTE THE APPLICABLE QUESTÎON OUR CLAIM WILL BE DISALLOWE	NAIRE AND UPLOAD D.	Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing				
		or other charges in addition to the principal rges. Attach itemized statement of interest		of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11				
	an-claims.com if claim is a ba	U.S.C. § 507(a)(4).						
	laim: Securities Law Violati	ons		Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).				
	tion #2 on reverse side.)			Up to \$2,425 of deposits toward purchase,				
3. Last four di 3a. Debtor	igits of any number by which may have scheduled accoun	h creditor identifies debtor: t as;		lease, or rental of property or services for personal, family, or household use - 11 U.S.C.				
(See in	nstruction #3a on reverse side. aim (See instruction #4 on rev)		§ 507(a)(7).				
Check the a	ppropriate box if your claim is	erse side.) s secured by a lien on property or a right of	f setoff and provide the requested	Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).				
information.	operty or right of setoff:	Other - Specify applicable paragraph of 11						
1	See attached Addendum	Real Estate	☑ Other	U.S.C. § 507(a)().				
, –			%	Amount entitled to priority:				
		Annual Interest Rate of time case filed included in secured clai	m, if any:					
3	\$Basis for perfection:							
<u> </u>		Amount Unsecured: \$						
6. Amount of 6	Claim that qualifies as an Action #6 on reverse side.)	dministrative Expense under 11 U.S.C. {	§503(b)(9): \$	·				
7. Credits: The	amount of all payments on th	is claim has been credited for the purpose		FH COTTRECTIVED				
orders, invoices, it	emized statements of running	documents that support the claim, such as accounts, contracts, judgments, mortgages	s and security agreements.	7112027713				
Attach redacted co	ppies of documents providing of f the documents are voluminous	evidence of perfection of a security interesus, attach a summary.	t. (See definition of "redacted"	CED 17 2000				
DO NOT SEND O	ORIGINAL DOCUMENTS.	ATTACHED DOCUMENTS MAY BE	E DESTROYED AFTER	SEP 17 2009				
	re not available, please explai	n:						
Date:	Signature: The person filin	d title, if any, of the creditor or other	EPIO BANKRUPTCY SOLUTIGES, LLC					
9/15/09	person authorized to file his o	ifferent from the notice address						
9/15/09 person authorized to file his claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. WICE PRESIDENT								
Penalty for presenting frandulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.								
\mathcal{C}								

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 80 of 120

ADDENDUM TO PROOF OF CLAIM OF SASC 2007-BNC1 LLC BANKRUPTCY CASE NO. 09-13555 (JMP) IN RE LEHMAN BROTHERS HOLDINGS INC.

SASC 2007-BNC1 LLC, an affiliate of The Carlyle Group ("Carlyle"), hereby submits this Addendum to Proof of Claim against debtors-in-possession, Lehman Brothers Holdings Inc. ("LBHI") and Structured Asset Securities Corporation ("SASC" and, together with LBHI, "Lehman" or "Debtors").

FACTUAL BACKGROUND

This claim arises from and relates to one or more of the following four securitization transactions: BNC Mortgage Loan Trust 2007-3 (the "2007-3 Securitization"), BNC Mortgage Loan Trust 2007-4 (the "2007-4 Securitization"), Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1 (the "2007-BNC1 Securitization") and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4. In one or more of these securitizations, Carlyle purchased Mortgage Pass-Through Certificates issued by Lehman (the "Lehman Securities") in reliance upon statements in the related offering documents that Carlyle subsequently learned were untrue. The Lehman Securities are asset-backed securities, backed by the cash flows derived from pools of residential mortgage loans (the "Loans").

In each of the subject transactions, LBHI acted as the sponsor and seller, and SASC, a wholly-owned indirect subsidiary of LBHI, acted as the depositor. LBHI, in its capacities as sponsor and seller, arranged the securitizations and sold the Loans to SASC. SASC, in its capacity as depositor, purchased the Loans and sold them to trustees for the benefit of the holders of the related Lehman Securities. Contemporaneously with the transfers of the Loans, SASC issued the Lehman Securities to investors, including Carlyle.

The Lehman Securities were offered pursuant to one or more registration statements, prospectuses, prospectus supplements or private placement memorandums (collectively, the "Offering Materials"). The Offering Materials contained material misrepresentations and omissions and, as a result, Carlyle asserts claims with respect to the Lehman Securities under Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "Securities Act"), as well as various common law claims. In addition, as discussed below, Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 thereunder for material misrepresentations in the sale of a security.

The Offering Materials utilized for each securitization included specific statements about the characteristics of the underlying Loans, as well as a specific representation that the Loans were originated in accordance with applicable underwriting guidelines. For example, the Prospectus Supplement for the 2007-BNC1 Securitization expressly stated that "[a]ll of the

The supporting documents for this claim are too voluminous to attach hereto. Supporting documents will be produced upon appropriate request.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 82 of 120

Mortgage Loans were originated in accordance with the BNC Underwriting Guidelines." Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1, November 8, 2007 Prospectus Supplement at S-50. The Offering Materials for the other subject transactions contained similar statements.²

The prudent and proper underwriting of mortgage loans underlying an asset-backed security is of the utmost importance to an investor in such security. Failure to properly verify occupancy, income, employment or other debt obligations, failure to take additional required steps when stated income is unreasonable and unsupported or property appraisals are unreasonably inflated, failure to obtain or provide required documentation and other similar underwriting deficiencies have a material adverse effect on the value of the related mortgage loan and, accordingly, the asset-backed security supported by such mortgage loan. Carlyle purchased the Lehman Securities in reliance on the Offering Materials disclosure stating that the underwriting of the Loans conformed to the applicable underwriting guidelines.

Unfortunately, a review by Carlyle of a representative sampling of Loans underlying two of the subject transactions, the 2007-3 Securitization and the 2007-4 Securitization, has revealed an alarmingly high number of Loans which were not originated in accordance with the applicable underwriting guidelines. Two examples of such noncompliance are set forth below:

- One of the Loan origination files contained two loan applications, each indicating different employment information and providing stated income that was clearly unreasonable. The BNC Underwriting Guidelines expressly require verification of the borrower's job title listed on the application as part of the verbal verification of employment process, as well as review of the stated income for reasonableness for the verified position. The files, however, contain no evidence that the underwriter obtained the required employment verification or reviewed the stated income for reasonableness.
- Another Loan origination file contained bank statements that were visibly altered to boost the borrower's income needed to qualify for the Loan. BNC Underwriting Guidelines specify that the dollar amount and consistency of deposits, monthly deposits versus withdrawals, ending balances each month, and inconsistent large deposits be considered in the analysis of the bank statements. Further, the guidelines provide that the "statements should be totally legible...[with] no erasures, white-outs or complete mark-throughs." Again, the file contained no evidence that the underwriter properly analyzed and addressed the deficiencies in the provided bank statements in accordance with the specified underwriting guidelines.

Of the 432 Loans reviewed from the 2007-3 Securitization, 193 Loans with an initial aggregate principal balance of approximately \$54,358,150, or 44.68% of the Loans reviewed, were not originated in accordance with the BNC Underwriting Guidelines. Carlyle also made similar findings in its review of a sampling of Loans from the 2007-4 Securitization – 40.67% of the

See also BNC Net Interest Margin Securities, Series 2007-3, July 19, 2007 Private Placement Memorandum, Exhibit A at S-54, BNC Mortgage Loan Trust 2007-4, January 8, 2008 Private Placement Memorandum, Exhibit A at S-68, and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4, January 10, 2008 Prospectus Supplement at S-66.

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Loans reviewed in that transaction were not originated in accordance with the BNC Underwriting Guidelines.

Based on Carlyle's findings with respect to the sampled Loans, it is clear that a material percentage of the Loans in the 2007-3 and 2007-4 Securitizations were not originated in accordance with the BNC Underwriting Guidelines. Carlyle has reason to believe that it would find a similar percentage of noncompliant Loans if it were to review all of the underlying Loans included in the 2007-3 and 2007-4 Securitizations, as well as the other two subject transactions.

LEGAL CLAIMS

Lehman is liable for violations of the Securities Act arising out of the sale of the Lehman Securities pursuant to Offering Materials which were materially untrue and misleading. The statements in the Offering Materials concerning compliance with the BNC Underwriting Guidelines were materially untrue and misleading. In reality, a material portion of the loans did not comply with those guidelines. The Offering Materials contained untrue statements and omitted other facts necessary to make the statements not misleading. Lehman owed to the purchasers of the securities the duty to make a reasonable and diligent investigation of the statements contained in the Offering Materials at the time they became effective to ensure that the statements were true and that there were no omissions of material fact which rendered the statements therein materially untrue and misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without omissions of any material facts and were not misleading. Accordingly, Lehman is liable to Carlyle. Carlyle has sustained damages of at least \$5,023,782.85 due to Lehman's actions. By reason of the foregoing, Lehman is liable for violations of Section 11 of the Securities Act, 15 U.S.C. § 77k.

Lehman was a seller, offeror and/or solicitor of sales of the Lehman Securities offered pursuant to the Offering Materials identified above, including the various prospectuses. Those Offering Materials contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts as set forth above. Lehman owed to Carlyle a duty to make a reasonable and diligent investigation of statements contained in the Offering Materials to ensure that such statements were true and that there was no omission of material fact necessary to prevent the statements contained therein from being misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without any omissions of any material facts and were not misleading. Carlyle purchased or otherwise acquired securities in the Offerings pursuant to the materially untrue and misleading Offering Materials and did not know, and with the exercise of reasonable diligence could not have known, of the untruths and omissions contained in the Offering Materials. By virtue of the conduct alleged herein, Lehman violated Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2).

Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5, for making material misrepresentations in connection with the sale of securities. Carlyle was a purchaser of securities issued and sold by Debtors, and Debtors made material misrepresentations in

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 86 of 120

connection with these sales. Carlyle relied upon Debtors' representations and was harmed thereby. Debtors' misrepresentations were the proximate cause of Carlyle's damages. Should facts arise showing that Debtors acted with scienter (intent to deceive or recklessness), then a complete Section 10(b) and Rule 10b-5 cause of action will accrue to Carlyle. Carlyle therefore reserves the right to add a Section 10(b) and Rule 10b-5 cause of action to this Proof of Claim at a later time.

In addition to the claims under the Securities Act (and potential claim under the Exchange Act), the actions of Lehman constitute common law fraud and misrepresentation.

RESERVATION OF RIGHTS

Carlyle reserves the right to amend, add detail, supplement and/or modify this claim from time to time. This claim is filed as an unsecured claim. Without limiting the foregoing or in anyway waiving, modifying or prejudicing its rights, Carlyle reserves the right to: (i) assert that all or a portion of this claim is an administrative expense; or (ii) assert all or any portion of this claim as a secured claim. This claim is filed without waiver, limitation and/or modification of any of Carlyle's rights and remedies against the Debtors or any other person or entity.

The assertion of claims by Carlyle in this Proof of Claim is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of Carlyle. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Carlyle's rights against any other entity or person liable for all or part of the claims; (b) a consent by Carlyle to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Carlyle; (c) a consent by Carlyle to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any proceedings commenced against or otherwise involving Carlyle; (e) a waiver of any right to the subordination, in favor of Carlyle, of indebtedness or liens held by other creditors of either of the Debtors; (f) an election of remedies that waives or otherwise affects any other remedies; or (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable. Carlyle expressly reserves its right to amend and supplement this Proof of Claim to specify (and quantify) damages, costs, expenses and other charges or claims incurred by Carlyle and to file additional Proofs of Claim for additional claims, including without limitation (i) claims for post-petition interest, legal fees and related expenses that are not ascertainable at this time, and (ii) claims arising from or relating to the avoidance of transfers made to Carlyle or any other entity.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 88 of 120



Lehman Brothers H	ankruptcy Court/Souther Holdings Claims Processing		PROOF OF CLAIM		
c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076			Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.		
In Re: Lehman Brothers H Name of Debtor Against Lehman Brothers	Holdings Inc., et al. Debtors. Which Claim is Held	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) Case No. of Debtor 08-13555 (JMP)		08-13555 (JMP) 0000014717	
NOTE: This form sh after the commencer may be filed pursuan	nould not be used to make a clament of the case. A request for it to 11 U.S.C. § 503. Addition	aim for an administrative expense arising r payment of an administrative expense naly, this form should not be used to make nition on reverse side.)	THIS SPACE 1	IS FOR COURT USE ONLY	
	of Creditor: (and name and a	address where notices should be sent if	Check this box to indicate that this claim amends a previously filed		
SASC 2007-BC4 c/o Paul A. Patter	A4, LLC rson, Esquire Stevens & Young, LLP erce Square 19103-7098		Court Claim Number: (If known) Filed on:	•	
Telephone number:	215-564-8052 En	nail Address: ppatterson@stradley.com		·	
Brian Nelsen, The 1001 Pennsylvan	ia Avenue N.W.	nt (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Washington, DC 20004 Telephone number: 202-729-5233 Email Address: brian.nelsen@carlyle.com debtor or trustee in this co					
1. Amount of Cl If all or part of your item 4. If all or part of your If all or part of Clair (See instruction If all or part of your If	laim as of Date Case Filed: claim is secured, complete claim is entitled to priority, claim qualifies as an Admin k if all or part of your claim k if all or part of your claim K IS BASED ON AMOUN' EE OF A DEBTOR, YOU IRECTIONS TO COMPL OCUMENTATION OR YO K if claim includes interest or of interest or additional char- claims.com if claim is a bas im: Securitles Law Violation in #2 on reverse side.) its of any number by which any have scheduled account ruction #3a on reverse side. In (See instruction #4 on reverse priority of set of the propriate box if your claim is erty or right of setoff:	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan-11 U.S.C. § 507(a)(5). Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority:			
(See instruction	EOD COUNT LICE ON V				
8. Documents: At orders, invoices, item Attach redacted copin on reverse side.) If the DO NOT SEND OR SCANNING. If the documents are	tach redacted copies of any nized statements of running es of documents providing e ne documents are voluminou RIGINAL DOCUMENTS. not available, please explair Signature: The person filing	ATTACHED DOCUMENTS MAY BE b: phis claim must sign it. Sign and print name am	promissory notes, purchase and security agreements. t. (See definition of "redacted" DESTROYED AFTER	FOR COURT USE ONLY FILED / RECEIVED SEP 1 7 2009	
Penalty for presenting flaudulen claim: Eine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.					
	enaity for presenting plaudu	rent claim: Eune of up to \$500,000 or imp	risonment for up to 5 years, or bot	n. 18 U.S.C. §§ 152 and 3571.	

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 92 of 120

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ADDENDUM TO PROOF OF CLAIM OF SASC 2007-BC4 A4, LLC BANKRUPTCY CASE NO. 08-13555 (JMP) IN RE LEHMAN BROTHERS HOLDINGS INC.

SASC 2007-BC4 A4, LLC, an affiliate of The Carlyle Group ("Carlyle"), hereby submits this Addendum to Proof of Claim against debtors-in-possession, Lehman Brothers Holdings Inc. ("LBHI") and Structured Asset Securities Corporation ("SASC" and, together with LBHI, "Lehman" or "Debtors").

FACTUAL BACKGROUND

This claim arises from and relates to one or more of the following four securitization transactions: BNC Mortgage Loan Trust 2007-3 (the "2007-3 Securitization"), BNC Mortgage Loan Trust 2007-4 (the "2007-4 Securitization"), Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1 (the "2007-BNC1 Securitization") and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4. In one or more of these securitizations, Carlyle purchased Mortgage Pass-Through Certificates issued by Lehman (the "Lehman Securities") in reliance upon statements in the related offering documents that Carlyle subsequently learned were untrue. The Lehman Securities are asset-backed securities, backed by the cash flows derived from pools of residential mortgage loans (the "Loans").

In each of the subject transactions, LBHI acted as the sponsor and seller, and SASC, a wholly-owned indirect subsidiary of LBHI, acted as the depositor. LBHI, in its capacities as sponsor and seller, arranged the securitizations and sold the Loans to SASC. SASC, in its capacity as depositor, purchased the Loans and sold them to trustees for the benefit of the holders of the related Lehman Securities. Contemporaneously with the transfers of the Loans, SASC issued the Lehman Securities to investors, including Carlyle.

The Lehman Securities were offered pursuant to one or more registration statements, prospectuses, prospectus supplements or private placement memorandums (collectively, the "Offering Materials"). The Offering Materials contained material misrepresentations and omissions and, as a result, Carlyle asserts claims with respect to the Lehman Securities under Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "Securities Act"), as well as various common law claims. In addition, as discussed below, Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 thereunder for material misrepresentations in the sale of a security.

The Offering Materials utilized for each securitization included specific statements about the characteristics of the underlying Loans, as well as a specific representation that the Loans were originated in accordance with applicable underwriting guidelines. For example, the Prospectus Supplement for the 2007-BNC1 Securitization expressly stated that "[a]ll of the

The supporting documents for this claim are too voluminous to attach hereto. Supporting documents will be produced upon appropriate request.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 94 of 120

Mortgage Loans were originated in accordance with the BNC Underwriting Guidelines." Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1, November 8, 2007 Prospectus Supplement at S-50. The Offering Materials for the other subject transactions contained similar statements.²

The prudent and proper underwriting of mortgage loans underlying an asset-backed security is of the utmost importance to an investor in such security. Failure to properly verify occupancy, income, employment or other debt obligations, failure to take additional required steps when stated income is unreasonable and unsupported or property appraisals are unreasonably inflated, failure to obtain or provide required documentation and other similar underwriting deficiencies have a material adverse effect on the value of the related mortgage loan and, accordingly, the asset-backed security supported by such mortgage loan. Carlyle purchased the Lehman Securities in reliance on the Offering Materials disclosure stating that the underwriting of the Loans conformed to the applicable underwriting guidelines.

Unfortunately, a review by Carlyle of a representative sampling of Loans underlying two of the subject transactions, the 2007-3 Securitization and the 2007-4 Securitization, has revealed an alarmingly high number of Loans which were not originated in accordance with the applicable underwriting guidelines. Two examples of such noncompliance are set forth below:

- One of the Loan origination files contained two loan applications, each indicating different
 employment information and providing stated income that was clearly unreasonable. The
 BNC Underwriting Guidelines expressly require verification of the borrower's job title listed
 on the application as part of the verbal verification of employment process, as well as review
 of the stated income for reasonableness for the verified position. The files, however, contain
 no evidence that the underwriter obtained the required employment verification or reviewed
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- Another Loan origination file contained bank statements that were visibly altered to boost the borrower's income needed to qualify for the Loan. BNC Underwriting Guidelines specify that the dollar amount and consistency of deposits, monthly deposits versus withdrawals, ending balances each month, and inconsistent large deposits be considered in the analysis of the bank statements. Further, the guidelines provide that the "statements should be totally legible...[with] no erasures, white-outs or complete mark-throughs." Again, the file contained no evidence that the underwriter properly analyzed and addressed the deficiencies in the provided bank statements in accordance with the specified underwriting guidelines.

Of the 432 Loans reviewed from the 2007-3 Securitization, 193 Loans with an initial aggregate principal balance of approximately \$54,358,150, or 44.68% of the Loans reviewed, were not originated in accordance with the BNC Underwriting Guidelines. Carlyle also made similar findings in its review of a sampling of Loans from the 2007-4 Securitization – 40.67% of the

See also BNC Net Interest Margin Securities, Series 2007-3, July 19, 2007 Private Placement Memorandum, Exhibit A at S-54, BNC Mortgage Loan Trust 2007-4, January 8, 2008 Private Placement Memorandum, Exhibit A at S-68, and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4, January 10, 2008 Prospectus Supplement at S-66.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 96 of 120

Loans reviewed in that transaction were not originated in accordance with the BNC Underwriting Guidelines.

Based on Carlyle's findings with respect to the sampled Loans, it is clear that a material percentage of the Loans in the 2007-3 and 2007-4 Securitizations were not originated in accordance with the BNC Underwriting Guidelines. Carlyle has reason to believe that it would find a similar percentage of noncompliant Loans if it were to review all of the underlying Loans included in the 2007-3 and 2007-4 Securitizations, as well as the other two subject transactions.

LEGAL CLAIMS

Lehman is liable for violations of the Securities Act arising out of the sale of the Lehman Securities pursuant to Offering Materials which were materially untrue and misleading. The statements in the Offering Materials concerning compliance with the BNC Underwriting Guidelines were materially untrue and misleading. In reality, a material portion of the loans did not comply with those guidelines. The Offering Materials contained untrue statements and omitted other facts necessary to make the statements not misleading. Lehman owed to the purchasers of the securities the duty to make a reasonable and diligent investigation of the statements contained in the Offering Materials at the time they became effective to ensure that the statements were true and that there were no omissions of material fact which rendered the statements therein materially untrue and misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without omissions of any material facts and were not misleading. Accordingly, Lehman is liable to Carlyle. Carlyle has sustained damages of at least \$51,293,673.21 due to Lehman's actions. By reason of the foregoing, Lehman is liable for violations of Section 11 of the Securities Act, 15 U.S.C. § 77k.

Lehman was a seller, offeror and/or solicitor of sales of the Lehman Securities offered pursuant to the Offering Materials identified above, including the various prospectuses. Those Offering Materials contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts as set forth above. Lehman owed to Carlyle a duty to make a reasonable and diligent investigation of statements contained in the Offering Materials to ensure that such statements were true and that there was no omission of material fact necessary to prevent the statements contained therein from being misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without any omissions of any material facts and were not misleading. Carlyle purchased or otherwise acquired securities in the Offerings pursuant to the materially untrue and misleading Offering Materials and did not know, and with the exercise of reasonable diligence could not have known, of the untruths and omissions contained in the Offering Materials. By virtue of the conduct alleged herein, Lehman violated Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2).

Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5, for making material misrepresentations in connection with the sale of securities. Carlyle was a purchaser of securities issued and sold by Debtors, and Debtors made material misrepresentations in

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 98 of 120

connection with these sales. Carlyle relied upon Debtors' representations and was harmed thereby. Debtors' misrepresentations were the proximate cause of Carlyle's damages. Should facts arise showing that Debtors acted with scienter (intent to deceive or recklessness), then a complete Section 10(b) and Rule 10b-5 cause of action will accrue to Carlyle. Carlyle therefore reserves the right to add a Section 10(b) and Rule 10b-5 cause of action to this Proof of Claim at a later time.

In addition to the claims under the Securities Act (and potential claim under the Exchange Act), the actions of Lehman constitute common law fraud and misrepresentation.

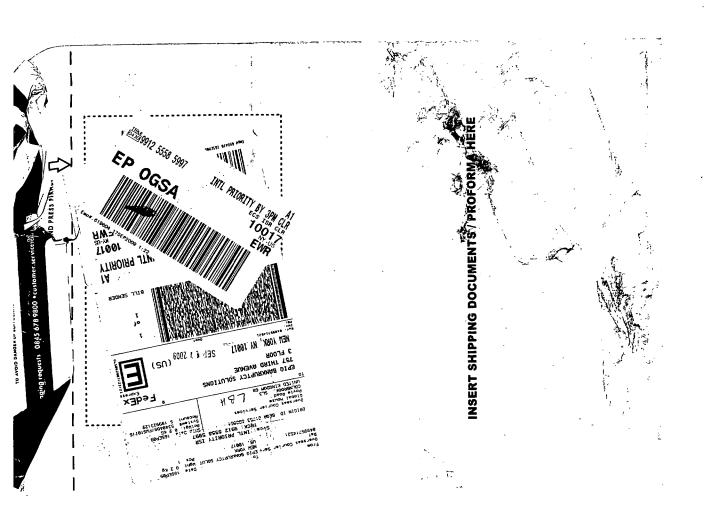
RESERVATION OF RIGHTS

Carlyle reserves the right to amend, add detail, supplement and/or modify this claim from time to time. This claim is filed as an unsecured claim. Without limiting the foregoing or in anyway waiving, modifying or prejudicing its rights, Carlyle reserves the right to: (i) assert that all or a portion of this claim is an administrative expense; or (ii) assert all or any portion of this claim as a secured claim. This claim is filed without waiver, limitation and/or modification of any of Carlyle's rights and remedies against the Debtors or any other person or entity.

The assertion of claims by Carlyle in this Proof of Claim is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of Carlyle. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Carlyle's rights against any other entity or person liable for all or part of the claims; (b) a consent by Carlyle to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Carlyle; (c) a consent by Carlyle to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any proceedings commenced against or otherwise involving Carlyle; (e) a waiver of any right to the subordination, in favor of Carlyle, of indebtedness or liens held by other creditors of either of the Debtors; (f) an election of remedies that waives or otherwise affects any other remedies; or (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable. Carlyle expressly reserves its right to amend and supplement this Proof of Claim to specify (and quantify) damages, costs, expenses and other charges or claims incurred by Carlyle and to file additional Proofs of Claim for additional claims, including without limitation (i) claims for post-petition interest, legal fees and related expenses that are not ascertainable at this time, and (ii) claims arising from or relating to the avoidance of transfers made to Carlyle or any other entity.

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 100 of 120

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08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 102 of 120

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC			PROOF OF CLAIM		
FDR Station, P.O. Box 5076 New York, NY 10150-5076			Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.		
In Re: Lehman Brothers	Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		-13555 (JMP) 0000014718	
Name of Debtor Against Lehman Brother	Which Claim is Held	Case No. of Debtor 08-13555 (JMP)			
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)			THIS SPACE IS FOR COURT USE ONLY		
	of Creditor: (and name and a	address where notices should be sent if	Check this box to indicate that this claim amends a previously filed		
BNC 2007-4, LL	c ´		claim.		
c/o Paul A. Patterson, Esquire Stradley Ronon Stevens & Young, LLP 2600 One Commerce Square Philadelphia, PA 19103-7098			Court Claim Number: (If known)		
, , , , , , , , , , , , , , , , , , , ,			Filed on:		
Telephone number		nail Address: ppatterson@stradley.com			
Brian Nelsen, Th 1001 Pennsylva	nia Avenue N.W.	nt (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Washington, DC Telephone number	202-729-5233 Er	nail Address: brian.nelsen@carlyle.com	Check this box if you are the debtor or trustee in this case.		
If all or part of you item 4. If all or part of you If all or par	Claim as of Date Case Filed: Ir claim is secured, complete Ir claim is entitled to priority, Ir claim qualifies as an Admi Ix if all or part of your claim IX if all or part of your claim IX IS BASED ON AMOUN IX IN IT IN IT IN IT IN IT IN IT IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX IX I	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). Contributions to an employee benefit plan-11 U.S.C. § 507(a)(5). Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority:			
(See instruction #6 on reverse side.) 7. Credits: The amount of all payments on this claim has been credited for the purpose of a Documents: Attach redacted copies of any documents that support the claim, such as orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages Attach redacted copies of documents providing evidence of perfection of a security interest on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE SCANNING.			s promissory notes, purchase s and security agreements. st. (See definition of "redacted"	FILED / RECEIVED	
If the documents are not available, please explain:				SEP 17 2009	
Date: 9/15/09	person authorized to file this c above. Attach copy of power of		different from the notice address NR. JONES PRESIDENT	EPIQ BANKRUPTCY SOLUTIONS, LLC	
	Penalty for presenting frault	ulent claim: Fine of up to \$500,000 or im	prisonment for up to 5 years, or bot	th. 18 U.S.C. §§ 152 and 3571.	

ADDENDUM TO PROOF OF CLAIM OF BNC 2007-4, LLC BANKRUPTCY CASE NO. 08-13555 (JMP) IN RE LEHMAN BROTHERS HOLDINGS INC.

BNC 2007-4, LLC, an affiliate of The Carlyle Group ("Carlyle"), hereby submits this Addendum to Proof of Claim against debtors-in-possession, Lehman Brothers Holdings Inc. ("LBHI") and Structured Asset Securities Corporation ("SASC" and, together with LBHI, "Lehman" or "Debtors"). 1

FACTUAL BACKGROUND

This claim arises from and relates to one or more of the following four securitization transactions: BNC Mortgage Loan Trust 2007-3 (the "2007-3 Securitization"), BNC Mortgage Loan Trust 2007-4 (the "2007-4 Securitization"), Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1 (the "2007-BNC1 Securitization") and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4. In one or more of these securitizations, Carlyle purchased Mortgage Pass-Through Certificates issued by Lehman (the "Lehman Securities") in reliance upon statements in the related offering documents that Carlyle subsequently learned were untrue. The Lehman Securities are asset-backed securities, backed by the cash flows derived from pools of residential mortgage loans (the "Loans").

In each of the subject transactions, LBHI acted as the sponsor and seller, and SASC, a wholly-owned indirect subsidiary of LBHI, acted as the depositor. LBHI, in its capacities as sponsor and seller, arranged the securitizations and sold the Loans to SASC. SASC, in its capacity as depositor, purchased the Loans and sold them to trustees for the benefit of the holders of the related Lehman Securities. Contemporaneously with the transfers of the Loans, SASC issued the Lehman Securities to investors, including Carlyle.

The Lehman Securities were offered pursuant to one or more registration statements, prospectuses, prospectus supplements or private placement memorandums (collectively, the "Offering Materials"). The Offering Materials contained material misrepresentations and omissions and, as a result, Carlyle asserts claims with respect to the Lehman Securities under Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "Securities Act"), as well as various common law claims. In addition, as discussed below, Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 thereunder for material misrepresentations in the sale of a security.

The Offering Materials utilized for each securitization included specific statements about the characteristics of the underlying Loans, as well as a specific representation that the Loans were originated in accordance with applicable underwriting guidelines. For example, the Prospectus Supplement for the 2007-BNC1 Securitization expressly stated that "[a]ll of the

The supporting documents for this claim are too voluminous to attach hereto. Supporting documents will be produced upon appropriate request.

Mortgage Loans were originated in accordance with the BNC Underwriting Guidelines." Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1, November 8, 2007 Prospectus Supplement at S-50. The Offering Materials for the other subject transactions contained similar statements.²

The prudent and proper underwriting of mortgage loans underlying an asset-backed security is of the utmost importance to an investor in such security. Failure to properly verify occupancy, income, employment or other debt obligations, failure to take additional required steps when stated income is unreasonable and unsupported or property appraisals are unreasonably inflated, failure to obtain or provide required documentation and other similar underwriting deficiencies have a material adverse effect on the value of the related mortgage loan and, accordingly, the asset-backed security supported by such mortgage loan. Carlyle purchased the Lehman Securities in reliance on the Offering Materials disclosure stating that the underwriting of the Loans conformed to the applicable underwriting guidelines.

Unfortunately, a review by Carlyle of a representative sampling of Loans underlying two of the subject transactions, the 2007-3 Securitization and the 2007-4 Securitization, has revealed an alarmingly high number of Loans which were not originated in accordance with the applicable underwriting guidelines. Two examples of such noncompliance are set forth below:

- One of the Loan origination files contained two loan applications, each indicating different
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 on the application as part of the verbal verification of employment process, as well as review
 of the stated income for reasonableness for the verified position. The files, however, contain
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- Another Loan origination file contained bank statements that were visibly altered to boost the borrower's income needed to qualify for the Loan. BNC Underwriting Guidelines specify that the dollar amount and consistency of deposits, monthly deposits versus withdrawals, ending balances each month, and inconsistent large deposits be considered in the analysis of the bank statements. Further, the guidelines provide that the "statements should be totally legible...[with] no erasures, white-outs or complete mark-throughs." Again, the file contained no evidence that the underwriter properly analyzed and addressed the deficiencies in the provided bank statements in accordance with the specified underwriting guidelines.

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See also BNC Net Interest Margin Securities, Series 2007-3, July 19, 2007 Private Placement Memorandum, Exhibit A at S-54, BNC Mortgage Loan Trust 2007-4, January 8, 2008 Private Placement Memorandum, Exhibit A at S-68, and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4, January 10, 2008 Prospectus Supplement at S-66.

Loans reviewed in that transaction were not originated in accordance with the BNC Underwriting Guidelines.

Based on Carlyle's findings with respect to the sampled Loans, it is clear that a material percentage of the Loans in the 2007-3 and 2007-4 Securitizations were not originated in accordance with the BNC Underwriting Guidelines. Carlyle has reason to believe that it would find a similar percentage of noncompliant Loans if it were to review all of the underlying Loans included in the 2007-3 and 2007-4 Securitizations, as well as the other two subject transactions.

LEGAL CLAIMS

Lehman is liable for violations of the Securities Act arising out of the sale of the Lehman Securities pursuant to Offering Materials which were materially untrue and misleading. The statements in the Offering Materials concerning compliance with the BNC Underwriting Guidelines were materially untrue and misleading. In reality, a material portion of the loans did not comply with those guidelines. The Offering Materials contained untrue statements and omitted other facts necessary to make the statements not misleading. Lehman owed to the purchasers of the securities the duty to make a reasonable and diligent investigation of the statements contained in the Offering Materials at the time they became effective to ensure that the statements were true and that there were no omissions of material fact which rendered the statements therein materially untrue and misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without omissions of any material facts and were not misleading. Accordingly, Lehman is liable to Carlyle. Carlyle has sustained damages of at least \$4,816,484.01 due to Lehman's actions. By reason of the foregoing, Lehman is liable for violations of Section 11 of the Securities Act, 15 U.S.C. § 77k.

Lehman was a seller, offeror and/or solicitor of sales of the Lehman Securities offered pursuant to the Offering Materials identified above, including the various prospectuses. Those Offering Materials contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts as set forth above. Lehman owed to Carlyle a duty to make a reasonable and diligent investigation of statements contained in the Offering Materials to ensure that such statements were true and that there was no omission of material fact necessary to prevent the statements contained therein from being misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without any omissions of any material facts and were not misleading. Carlyle purchased or otherwise acquired securities in the Offerings pursuant to the materially untrue and misleading Offering Materials and did not know, and with the exercise of reasonable diligence could not have known, of the untruths and omissions contained in the Offering Materials. By virtue of the conduct alleged herein, Lehman violated Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2).

Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5, for making material misrepresentations in connection with the sale of securities. Carlyle was a purchaser of securities issued and sold by Debtors, and Debtors made material misrepresentations in

connection with these sales. Carlyle relied upon Debtors' representations and was harmed thereby. Debtors' misrepresentations were the proximate cause of Carlyle's damages. Should facts arise showing that Debtors acted with scienter (intent to deceive or recklessness), then a complete Section 10(b) and Rule 10b-5 cause of action will accrue to Carlyle. Carlyle therefore reserves the right to add a Section 10(b) and Rule 10b-5 cause of action to this Proof of Claim at a later time.

In addition to the claims under the Securities Act (and potential claim under the Exchange Act), the actions of Lehman constitute common law fraud and misrepresentation.

RESERVATION OF RIGHTS

Carlyle reserves the right to amend, add detail, supplement and/or modify this claim from time to time. This claim is filed as an unsecured claim. Without limiting the foregoing or in anyway waiving, modifying or prejudicing its rights, Carlyle reserves the right to: (i) assert that all or a portion of this claim is an administrative expense; or (ii) assert all or any portion of this claim as a secured claim. This claim is filed without waiver, limitation and/or modification of any of Carlyle's rights and remedies against the Debtors or any other person or entity.

The assertion of claims by Carlyle in this Proof of Claim is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of Carlyle. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Carlyle's rights against any other entity or person liable for all or part of the claims; (b) a consent by Carlyle to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Carlyle; (c) a consent by Carlyle to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any proceedings commenced against or otherwise involving Carlyle; (e) a waiver of any right to the subordination, in favor of Carlyle, of indebtedness or liens held by other creditors of either of the Debtors; (f) an election of remedies that waives or otherwise affects any other remedies; or (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable. Carlyle expressly reserves its right to amend and supplement this Proof of Claim to specify (and quantify) damages, costs, expenses and other charges or claims incurred by Carlyle and to file additional Proofs of Claim for additional claims, including without limitation (i) claims for post-petition interest, legal fees and related expenses that are not ascertainable at this time, and (ii) claims arising from or relating to the avoidance of transfers made to Carlyle or any other entity.



United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076			PROOF OF CLAIM	
New York, NY 10150-5076 In Re: Chapter 11			Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.	
	Holdings Inc., et al. Debtors.	Case No. 08-13555 (JMP) (Jointly Administered)	fi) t / man	08-13555 (JMP) 0000014719
Name of Debtor Against Which Claim is Held Lehrman Brothers Holdings Inc. Case No. of Debtor 08-13555 (JMP)				
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make			THIS SPACE IS FOR COURT USE ONLY	
a claim for Lehman Programs Securities (See definition on reverse side.) Name and address of Creditor: (and name and address where notices should be sent if				J TOR COURT DE ONE!
different from Creditor)			Check this box to indicate that this claim amends a previously filed claim.	
Carlyle Mortgage Capital, LLC c/o Paul A. Patterson, Esquire Stradley Ronon Stevens & Young, LLP			Court Claim Number:	
2600 One Commerce Square Philadelphia, PA 19103-7098			(If known)	
			Filed on:	
Telephone number: 215-564-8052 Email Address: ppatterson@stradley.co.				
Name and address where payment should be sent (if different from above) Brian Nelsen, The Carlyle Group 1001 Pennsylvania Avenue N.W.			Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	·
Washington, DC 20004 Telephone number: Email Address: brian.nelsen@carlyle.com debtor or trustee in this case.				
27 50 50 50 50 50 50 50 50 50 50 50 50 50				5. Amount of Claim Entitled to Priority
If all or part of your claim is secured, complete Item 4 below, however, if all of your claim is unsecured, do not complete item 4.				under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the
If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.				amount.
Check this box if all or part of your claim is based on a Derivative Contract.* Check this box if all or part of your claim is based on a Guarantee.*				Specify the priority of the claim:
*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.				U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing
Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is a based on a Derivative Contract or Guarantee.				of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
2. Basis for Claim: Securities Law Violations				Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
(See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor:				Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for
3a. Debtor may have scheduled account as:				personal, family, or household use - 11 U.S.C.
4. Secured Claim (See instruction #4 on reverse side.)				§ 507(a)(7). Taxes or penalties owed to governmental
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.				units - 11 U.S.C. § 507(a)(8). Other – Specify applicable paragraph of 11
Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: See attached Addendum				U.S.C. § 507(a)().
				Amount entitled to priority:
Value of Property: \$ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any:				· ·
\$Basis for perfection:\$				
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$				
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase				FOR COURT USE ONLY
orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted"				FILED / RECEIVED
on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER				
SCANNING. If the documents are not available, please explain:				SEP 17 2009
Date:	person authorized to file this c	g this claim must sign it. Sign and print name an laim and state address and telephone that it of attorney, if any.	d title, if any, of the creditor or other	Chia Patriculari dal Iliziana 116
4/15/09	above. Attach copy of power of		PRESIDENT	EPIQ BANKRUPTCY SOLUTIONS, LLC
	Penalty for meserting Will	ulent claim: Fine of up to \$500,000 or imp	prisonment for up to 5 years, or bot	b 18 II S C 88 152 and 3571

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 110 of 120

ADDENDUM TO PROOF OF CLAIM OF CARLYLE MORTGAGE CAPITAL, LLC BANKRUPTCY CASE NO. 08-13555 (JMP) IN RE LEHMAN BROTHERS HOLDINGS, INC.

Carlyle Mortgage Capital, LLC, an affiliate of The Carlyle Group ("Carlyle"), hereby submits this Addendum to Proof of Claim against debtors-in-possession, Lehman Brothers Holdings Inc. ("LBHI") and Structured Asset Securities Corporation ("SASC" and, together with LBHI, "Lehman" or "Debtors").¹

FACTUAL BACKGROUND

This claim arises from and relates to one or more of the following four securitization transactions: BNC Mortgage Loan Trust 2007-3 (the "2007-3 Securitization"), BNC Mortgage Loan Trust 2007-4 (the "2007-4 Securitization"), Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1 (the "2007-BNC1 Securitization") and Structured Asset Securities Corporation Mortgage Loan Trust 2007-BC4. In one or more of these securitizations, Carlyle purchased Mortgage Pass-Through Certificates issued by Lehman (the "Lehman Securities") in reliance upon statements in the related offering documents that Carlyle subsequently learned were untrue. The Lehman Securities are asset-backed securities, backed by the cash flows derived from pools of residential mortgage loans (the "Loans").

In each of the subject transactions, LBHI acted as the sponsor and seller, and SASC, a wholly-owned indirect subsidiary of LBHI, acted as the depositor. LBHI, in its capacities as sponsor and seller, arranged the securitizations and sold the Loans to SASC. SASC, in its capacity as depositor, purchased the Loans and sold them to trustees for the benefit of the holders of the related Lehman Securities. Contemporaneously with the transfers of the Loans, SASC issued the Lehman Securities to investors, including Carlyle.

The Lehman Securities were offered pursuant to one or more registration statements, prospectuses, prospectus supplements or private placement memorandums (collectively, the "Offering Materials"). The Offering Materials contained material misrepresentations and omissions and, as a result, Carlyle asserts claims with respect to the Lehman Securities under Sections 11 and 12(a)(2) of the Securities Act of 1933 (the "Securities Act"), as well as various common law claims. In addition, as discussed below, Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 thereunder for material misrepresentations in the sale of a security.

The Offering Materials utilized for each securitization included specific statements about the characteristics of the underlying Loans, as well as a specific representation that the Loans were originated in accordance with applicable underwriting guidelines. For example, the Prospectus Supplement for the 2007-BNC1 Securitization expressly stated that "[a]ll of the

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08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 112 of 120

Mortgage Loans were originated in accordance with the BNC Underwriting Guidelines." Structured Asset Securities Corporation Mortgage Loan Trust 2007-BNC1, November 8, 2007 Prospectus Supplement at S-50. The Offering Materials for the other subject transactions contained similar statements.²

The prudent and proper underwriting of mortgage loans underlying an asset-backed security is of the utmost importance to an investor in such security. Failure to properly verify occupancy, income, employment or other debt obligations, failure to take additional required steps when stated income is unreasonable and unsupported or property appraisals are unreasonably inflated, failure to obtain or provide required documentation and other similar underwriting deficiencies have a material adverse effect on the value of the related mortgage loan and, accordingly, the asset-backed security supported by such mortgage loan. Carlyle purchased the Lehman Securities in reliance on the Offering Materials disclosure stating that the underwriting of the Loans conformed to the applicable underwriting guidelines.

Unfortunately, a review by Carlyle of a representative sampling of Loans underlying two of the subject transactions, the 2007-3 Securitization and the 2007-4 Securitization, has revealed an alarmingly high number of Loans which were not originated in accordance with the applicable underwriting guidelines. Two examples of such noncompliance are set forth below:

- One of the Loan origination files contained two loan applications, each indicating different
 employment information and providing stated income that was clearly unreasonable. The
 BNC Underwriting Guidelines expressly require verification of the borrower's job title listed
 on the application as part of the verbal verification of employment process, as well as review
 of the stated income for reasonableness for the verified position. The files, however, contain
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Of the 432 Loans reviewed from the 2007-3 Securitization, 193 Loans with an initial aggregate principal balance of approximately \$54,358,150, or 44.68% of the Loans reviewed, were not originated in accordance with the BNC Underwriting Guidelines. Carlyle also made similar findings in its review of a sampling of Loans from the 2007-4 Securitization – 40.67% of the

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08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 114 of 120

Loans reviewed in that transaction were not originated in accordance with the BNC Underwriting Guidelines.

Based on Carlyle's findings with respect to the sampled Loans, it is clear that a material percentage of the Loans in the 2007-3 and 2007-4 Securitizations were not originated in accordance with the BNC Underwriting Guidelines. Carlyle has reason to believe that it would find a similar percentage of noncompliant Loans if it were to review all of the underlying Loans included in the 2007-3 and 2007-4 Securitizations, as well as the other two subject transactions.

LEGAL CLAIMS

Lehman is liable for violations of the Securities Act arising out of the sale of the Lehman Securities pursuant to Offering Materials which were materially untrue and misleading. The statements in the Offering Materials concerning compliance with the BNC Underwriting Guidelines were materially untrue and misleading. In reality, a material portion of the loans did not comply with those guidelines. The Offering Materials contained untrue statements and omitted other facts necessary to make the statements not misleading. Lehman owed to the purchasers of the securities the duty to make a reasonable and diligent investigation of the statements contained in the Offering Materials at the time they became effective to ensure that the statements were true and that there were no omissions of material fact which rendered the statements therein materially untrue and misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without omissions of any material facts and were not misleading. Accordingly, Lehman is liable to Carlyle. Carlyle has sustained damages of at least \$20,202,707.55 due to Lehman's actions. By reason of the foregoing, Lehman is liable for violations of Section 11 of the Securities Act, 15 U.S.C. § 77k.

Lehman was a seller, offeror and/or solicitor of sales of the Lehman Securities offered pursuant to the Offering Materials identified above, including the various prospectuses. Those Offering Materials contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, and failed to disclose material facts as set forth above. Lehman owed to Carlyle a duty to make a reasonable and diligent investigation of statements contained in the Offering Materials to ensure that such statements were true and that there was no omission of material fact necessary to prevent the statements contained therein from being misleading. Lehman did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Offering Materials were true and without any omissions of any material facts and were not misleading. Carlyle purchased or otherwise acquired securities in the Offerings pursuant to the materially untrue and misleading Offering Materials and did not know, and with the exercise of reasonable diligence could not have known, of the untruths and omissions contained in the Offering Materials. By virtue of the conduct alleged herein, Lehman violated Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2).

Debtors may also be liable to Carlyle pursuant to Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5, for making material misrepresentations in connection with the sale of securities. Carlyle was a purchaser of securities issued and sold by Debtors, and Debtors made material misrepresentations in

08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 116 of 120

connection with these sales. Carlyle relied upon Debtors' representations and was harmed thereby. Debtors' misrepresentations were the proximate cause of Carlyle's damages. Should facts arise showing that Debtors acted with scienter (intent to deceive or recklessness), then a complete Section 10(b) and Rule 10b-5 cause of action will accrue to Carlyle. Carlyle therefore reserves the right to add a Section 10(b) and Rule 10b-5 cause of action to this Proof of Claim at a later time.

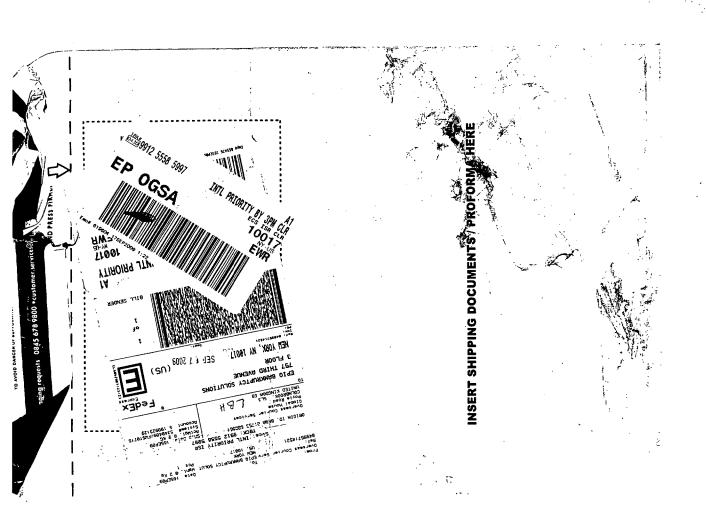
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08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 118 of 120



08-13555-mg Doc 40056 Filed 09/12/13 Entered 09/12/13 17:14:21 Main Document Pg 120 of 120